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SELECTIONS FROM THE RECORDS OF THE BOMBAY GOVERNMENT.

No. XXXVIII.—New Series.

CORRESPONDENCE

RELATING TO THE

TENURE OF THE POSSESSIONS IN THE DECCAN

HELD BY 110048

HIS HIGHNESS JYAJEE RAO SINDIA

UNDER THE

Treaty of Surje Anjungaum.

Bombay:
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1856.

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SINDIA'S DECCAN HOLDINGS.

No. 1432.

From W. HART, Esq.,
Inam Commissioner,
To H. E. GOLDSMID, Esq.,
Secretary to Government, Bombay.

Dated Khandalla, 11th December 1852.

SIR,—With reference to your letters Nos. 6827 and 7287, dated respectively the 1st and 15th July 1851, I have the honour of submitting a carefully prepared report dated 23rd November 1852, drawn up by my Assistant Lieutenant A. T. Etheridge, on the claims of His Highness Sindia to estates of various descriptions south of the Ajunta Range.

2. The estates held and claimed by Sindia consist of Mah. 's, villages, lands, and Umuls. The first 46 paragraphs (each paragraph comprises one subject, and is, when necessary, subdivided into sections) of Lieutenant Etheridge's report contain a history of the transactions which have taken place with regard to the above estates since A. D. 1817-18, drawn up chiefly with a view of elucidating the merits of His Highness' claims for the restitution of such of those as have already been resumed from him; the 47th paragraph briefly suggesting a classification of the whole of his present possessions.

3. As I am now about to suggest to Government the issue of some general instructions under which the whole of Sindia's claims in the Deccan may be fairly adjudicated, I would respectfully recommend that the decision now declared regarding the particular cases and claims described in the 46th paragraph of Lieutenant Etheridge's report should not be final, but should merely point out the arrangement to be upheld pending final adjudication. The *ad interim* orders thus given should, I think, be as follows:—

1*st.*—That with respect to the first of Sindia's claims for restitution, enumerated in Section I. of paragraph 46 of Lieutenant Etheridge's report, Moujé Khandgaum, of Purguna Sewgaum, treated of at length in paragraph 41, shall remain under attachment.

2*nd.*—That the village of Khokur Muhoo, included as the second item of the same claim, treated of at length in Sections I. to VII. of Lieutenant

Etheridge's 42nd paragraph, shall remain in attachment until some legal representative of Munsoor Saheb shall establish a right to it, either under Article VII. of the Treaty of Surjé Anjungaum, or under the Bombay Government letter No. 1616 dated 31st August 1829, or otherwise.

3rd.—That the village or hamlet of Esapoor, included as the third item of the same claim, and treated of at length in Lieutenant Etheridge's 43rd paragraph, be given up to Sindia pending final decision. The report shows that His Highness has a good *primâ facie* title to this village.

4th.—That the present arrangement regarding the Umuls of the Government half of Sewgaum and of Purguna Deypoor, entered as the second claim in Section I. of Lieutenant Etheridge's 46th paragraph, and treated of at length in paragraph 44, be upheld.

5th.—That the Inam land claimed in six villages of Parnair, as stated under the third claim in the same paragraph, and treated of at length in paragraph 45, be continued to the extent of the original Sunud, viz. 5 chahoors and 3½ beegas.

6th.—That with regard to the two additional items enumerated at the close of Section I. of Lieutenant Etheridge's 46th paragraph (and forming the first and fourth items in paragraph 9 of his report), nothing not now in Sindia's possession shall be given up to him.* This will preclude any assent to the claim to the Umuls of seven villages, explained in Sections II. and III. of the 46th paragraph.

4. Having thus suggested what seems to me the fairest course for treating His Highness Sindia's claims for restitution, pending final decision, I come to the consideration of the important question as to what Rules should be declared regarding the final adjudication of his title to all the estates held, as well as claimed by him, in the Deccan.

5. I have observed above that the 47th paragraph of Lieutenant Etheridge's report suggests a classification of the whole of Sindia's present possessions; and it is evident that the same will apply to all he may claim, whether in his possession or not, after the arrangements above proposed by me shall have been carried into effect. I would, therefore, apply it as the groundwork of the final adjudication of *all* Sindia's claims. Lieutenant Etheridge's classification thus extended may be tabulated as follows:—

ESTATES *&c. in the* DECCAN *held and claimed by* SINDIA.

CLASS I.—Estates, &c. not specifically reserved by Article VIII. of the Treaty of Surjé Anjungaum.	*Subdivision* 1.—Held authorisedly in A. D. 1803. *Subdivision* 2.—Held, but not authorisedly, in A. D. 1803. *Subdivision* 3.—Not held in A. D. 1803.

* On the contrary, it is recommended below, in paragraphs 25 and 26, that he should be obliged to give up all that he now holds of these items.

CLASS II.—Estates, &c. specifically reserved by Article VIII. of the Treaty of Surjé Anjungaum.	*Subdivision* 1.—Estates which fulfil the conditions recited in Article VIII.—viz. those which had descended from generation to generation in Sindia's family as hereditary property. *Subdivision* 2.—Those which do not fulfil the conditions recited in Article VIII. of the Treaty.

6. From what is stated in paragraphs 1 and 2 of Lieutenant Etheridge's report, it is evident that Sindia can have no right to any estates of Class I. unless to those regarding which it can be conceded that his title to them remained unaffected by the cessions made by him in the Treaty of Surjé Anjungaum.

7. I beg to express my concurrence with Lieutenant Etheridge in the opinion recorded in Section VI. of his 47th paragraph, that it should be conceded that Sindia's title remained unaffected by that Treaty in the case of all petty Inams and Huks authorisedly held by him as a Patel or other Wutundar, or under grant as a private individual.*

8. If this principle be conceded by Government, it will, with regard to all of his claims for Wutun Inams and private grants of a petty nature coming under *Class I.*, leave him in the condition of any other private Wutundar, and his claim will be recognised as regards estates, &c. which can be referred to the 1st Subdivision of this Class; provided, only, there has been no such interruption of enjoyment since A. D. 1803 as would be fatal in an ordinary claim.

9. But with regard to claims brought under this subdivision, it should be, of course, declared that authorised enjoyment up to the Peshwa's fall in A. D. 1817-18 is as important an element as authorised enjoyment up to A. D. 1803.

10. Claims of an hereditary nature coming under the 2nd and 3rd Subdivisions of Class I. might be admitted in cases where there is proof of grant, or recognition as hereditary property, by any clearly competent authority subsequent to A. D. 1803, but in no other; and it should be distinctly understood that it is *only* in case of those Wutuns and petty Inams, referred to above in paragraph 7, that Sindia's right to any estates of Class I. can be admitted.

11. With regard to Class II., I beg to state that I agree with Lieutenant Etheridge, that there can be no doubt of the propriety of having continued to His late Highness Dowlutrao Sindia all estates &c. comprised in its 1st Sub-

* The principle here advocated is, perhaps, more liberal than the Government of India was prepared to admit when paragraph 2 of the letter No. 635 dated 5th August 1852 was addressed by the Secretary to the Government of India with the Governor General to the Government of Bombay, but does not seem precluded by the *amended* translation of Section VIII. of the Treaty of Surjé Anjungaum, given in the Note on paragraph 3 of Lieutenant Etheridge's report.

division. But the question still remains as to the tenure on which they are to be continued to his successor.

12. There seems, also, considerable doubt as to the proper course to follow regarding the possessions included in the 2nd Subdivision of this Class.

13. To remove the doubt last mentioned, and to determine with certainty as to what ought now to be conceded to Sindia as fairly continuable under Article VIII. of the Treaty, I think it necessary to apply for the explicit decision of Government.

14. All the facts and opinions of most importance towards the preparation of such decision appear to be discussed in the correspondence submitted to Government with the Southern Division Revenue Commissioner's letter No. 1729 dated 7th April 1851; and I think it will be observed that, generally speaking, Mr. Turquand's letter No. 78 dated 4th May 1850 is more valuable than either the Revenue Commissioner's or the Ahmednuggur Collector's letters submitted with reference to it.

15. Mr. Turquand points out, in the first place, several instances in which there can be little doubt that Sindia now holds or claims villages and Umuls which do not fulfil the conditions recited in Article VIII. of the Treaty of 1803, as the *grounds* of reservation of the items specified in that Treaty; and, in the second place, he shows that there are good grounds for believing that Sindia is now holding much that is not guaranteed to him *either by the letter or the spirit* of the Article in question, but which, on the contrary, ought to be regarded as given up by Articles IV. and V.

16. It must, however, be borne in mind that Mr. Turquand founds his arguments in a great measure on the use of the word "Inam" in the English version of Article VIII.; and, as Lieutenant Etheridge shows in his 3rd paragraph, no such word exists in the Persian original, and there is none such in the Murathee version. We should, therefore, in following Mr. Turquand's arguments, do so as far only as they will agree with the premise that Dowlutrao Sindia asserted nothing about *Inam* at the negotiation of the Treaty, but that the reservations in Article VIII. were based on his representation that the holdings to be reserved were "certain Talookas and villages which had descended [*i. e.* before A. D. 1803] in the family from generation to generation."

17. Mr. Turquand's admission of holdings, therefore, among the intended reservations ought, I think, to be extended, even in following out his own argument, from *bonâ fide* "Inams" to any Talookas and villages in Dowlutrao Sindia's possession which had authorisedly *descended to him from generation to generation*, and are specified in the Treaty *as reserved*.

18. The Collector of Ahmednuggur (in paragraphs 4 to 6 of his letter No. 1358 of 1850) and the Revenue Commissioner Southern Division (in the 16th paragraph of his letter No. 1729 of the 7th April 1851) both hold that it is now too late to correct *errors* in the Treaty of Surjé Anjungaum, and to this I think every one must agree; but I would submit, with deference, that this concession will not affect Mr. Turquand's arguments, which seem still to be

as strong as before, so far as they affect the questions as to what is included in the reservation of Article VIII. of the Treaty of Surjé Anjungaum, and on what tenure the several items included therein were intended to be continued.

19. To avoid, however, even the *semblance* of straining the meaning of the reservation clause in favour of Government, I would (though agreeing with Mr. Turquand on the question of the real *equity*) go further than he would, even were his arguments extended as suggested in my 17th paragraph, and admit that any possession of Sindia's of which it could be asserted that it was included in the reservations of the Treaty, whether owing to misrepresentation or not, should be regarded as partaking of the guarantee of the Treaty; and I would admit that even if it were shown that the Talookas and villages mentioned as reserved *had not fulfilled* the express condition on which they were reserved,—*i. e.*, had not descended (uzkudeem poost dur poost) from of old, generation after generation, in Sindia's family,—still every portion of them that was in his authorised possession in A. D. 1803 ought to be regarded as reserved, *because named* as reserved in the Treaty.

20. I shall now endeavour to explain my reason for thinking that this *entire concession of all that can under any point of view be said to be reserved* by Article VIII. of the Treaty will not now occasion to the British Government any unreasonable loss. In the first place, to prevent it so doing, I am respectfully of opinion that it will be necessary to avoid stretching the provisions of the Treaty in Sindia's favour *with respect to what is not named* as reserved, excepting in the case of the private Inams treated of above in paragraphs 6 to 10, of which it may be supposed that they were not in any way affected by the cessions of the Treaty. In the next place,—and this is the surest safeguard against permanent injustice to our Government,—especial care should be taken that the Treaty should be regarded as having bound Government only to *continue* or *reserve* to Dowlutrao Sindia the Talookas and villages mentioned in Section VIII., and not to give them up to him on a *new* tenure which did not exist before. The Article recites that Dowlutrao had represented that he held certain Talookas and villages specified by him, and it was agreed that the Talookas and villages which were named should be *restored* to him; but nothing was said which can be construed to mean that they were to revert to him on a more permanent tenure than that on which they had been previously held. Therefore, *according to the Treaty*, those which were essentially hereditary would remain so, while those which had not previously been held on hereditary tenure would, of course, not become anything more than they had been. Thus, without any straining of the meaning of the clause of reservation, all that was of a really hereditary nature would be continued for ever, and what was not would lapse at Dowlutrao's death, unless continuable under rules with which the Treaty has no connection,—I mean the Surinjam Rules lately sanctioned by the Honorable Court of Directors.

21. Even Mr. Turquand, who has, apparently, discussed the cession and

reservation clauses of the Treaty with more perspicuity than it seems to me to have been discussed since the death of Dowlutrao Sindia, when the question of the permanency of guarantee first arose, has, from not having had access to the Persian version of the Treaty, and from not knowing that this, and not the English version, was the original, failed to perceive that there is no guarantee of hereditary permanence expressed, or even implied in Article VIII. There is a recitation that Sindia represented that his family had held certain Talookas and villages from of old, generation after generation, but the *guarantee* goes no further than to give him back the Talookas and villages he managed, or, as this is interpreted by the Supreme Government, so much and so many of them as he was possessed of up to A. D. 1803. Surely, if we give such a wide latitude in Sindia's favour to Article VIII. of the Treaty as to admit that all the possessions specified in it are to be regarded as partaking of the guarantee of the Article, whether or not fulfilling its introductory stipulation, we need not also ascribe to that guarantee a permanence which is not expressed in it, and which is, moreover, incompatible with its terms of "restoring," except in those cases in which it found that the restored property was of an hereditary nature; for, of course, what was of a permanent nature was restored as permanent, and what was previously of a temporary nature, and resumable at Dowlutrao's death, could only have been restored as so resumable.

22. All hereditary Inams were of an essentially permanent nature, and the giving back of such items of the reservations specified in Article VIII. was equivalent to giving them back with a guarantee of permanency. Surinjams are not of an essentially permanent nature, and the giving back of such among the items specified as reserved was equivalent, at the utmost, to giving them back for the life of Dowlutrao, the then Surinjamdar. The resumption of such holdings at his death is no infraction of the Treaty, either in letter or spirit.

23. It is for Government to judge whether or not the advantages of the Surinjam Rules sanctioned by the Honorable Court of Directors for Deccan Surinjams should be applied to such of the items specified in Article VIII. as are found to be nothing more than Surinjams; but they certainly appear to me to be continuable under no other, if, indeed, they are under these Rules.

24. What I would beg to suggest with regard to holdings coming within the 2nd Subdivision of Class II., as explained in paragraph 5 of this letter, is, in short, that the reservation or restoration provided by Article VIII. of the Treaty should be regarded as having been rightly applied to them, but that the permanency or otherwise of the tenure of the holdings to which the Article applies should depend on the nature of their tenure before they were so restored, their previous tenure being unaffected by the restoration; and I would recommend that when it is determined which of the items specified in Article VIII. are Inam, and which Surinjam, the former should be adjudicated under the Inam Rules, and the latter under the Surinjam Rules.

25. With regard to the Umuls,—as the Babtee and Surdeshmookee of Sewgaum, Deypoor, Umber, &c.,—I am respectfully of opinion that as these are neither specified* as reserved, nor fulfil *any* of the conditions which are recited in Article VIII. of the Treaty as the grounds of reservation of those which *are* specified, those which have not been already resumed ought at once to be so.

26. This course would involve the resumption of the Babtee and Surdeshmookee of that half of Sewgaum still in Sindia's possession; and any inconvenience which might be apprehended from the difficulty of our Government determining and collecting these Umuls in districts the Jagheer of which may possibly be continued to Sindia, might be obviated by inducing him to give in exchange whole villages which would yield an income to Government equal, or nearly equal, to the computed amount of Rs. 30,000.

27. The resumption by our Government of the third share of the Surdeshmookee of Umber (described as the fourth item in Lieutenant Etheridge's 9th paragraph) would also appear to be a consequence of the proposed course, unless the Nizam can justly claim it, either under Article VI. of the Treaty of 12th December 1822, or Article VI. of the Partition Treaty of the 28th April 1804,—a question which might be left to future and separate inquiry. It is clear that all of this to which the Nizam has no just right ought now to be in the possession of our Government.

28. I beg to express my concurrence with the Revenue Commissioner's opinion, expressed in paragraph 17 of his letter to Government No. 1729 dated 7th April 1851, that Dowlutrao's adopted son should be regarded in all respects as if his real son.

29. The above paragraphs contain all which it seems necessary to submit to Government, either with reference to Lieutenant Etheridge's report, or the correspondence submitted by the Revenue Commissioner, including Mr. Turquand's valuable letter to which I have already alluded.

I have the honour to be, &c.

(Signed) W. HART,
Inam Commissioner.

* A reference to Lieutenant Etheridge's 16th to 19th paragraphs will show that the term "half of Sewgaum," in the reservation Article, could not possibly have been applied to any portion of the Surdeshmookee Umuls in that Talooka, and was never so considered to apply,—the only recorded reason for permitting Dowlutrao Sindia to hold the Umuls of any part of the Talooka having, apparently, been that urged at the close of paragraph 10 of Mr. Commissioner Chaplin's letter quoted in paragraph 19 of Lieutenant Etheridge's report, to which may, perhaps, be added a reluctance to enforce further resumptions, however indisputable, during the life of Dowlutrao. The former reason (viz. the inconvenience of divided authority) could easily be removed in the mode suggested in my 26th paragraph, and the latter has ceased to exist.

Report by Lieutenant A. T. ETHERIDGE, *Assistant Inam Commissioner, on the Proceedings and Correspondence referred for the Report of the Inam Commissioner with the Government Letters Nos.* 6827 *and* 7287, *dated respectively the* 1*st and* 15*th July* 1851.

1. By Article IV. of a Treaty concluded between the British Government and His Highness Dowlutrao Sindia, at Surjé Anjungaum, on the 30th December 1803, the latter ceded to the former his entire possessions south of the Ajunta Range.

2. By Article V. of the same Treaty the Maharaj renounced, for himself, his heirs, and successors, all claim to any rights and interests appertaining to the aforesaid territory ceded by Article IV.

3. From the above general cessions and abandonment of all right and interest therein, certain reservations, however, were excepted by Article VIII. as follows :—

"VIII.* Whereas the Maharaj Dowlutrao Sindia has represented that his family have long held in Inam certain lands, villages, &c. in the territories of Rao Pundit Prudhan, viz :—

"Situated as follows :— Nos. 1, 2, 3, 4, 7, 8, 11, 12, and 14 in the Ahmednuggur Collectorate; Nos. 9 and 13 in the Poona Collectorate; Nos. 5 and 6 in the Nizam's territory; No. 10 in the Sattara district.

"1. Chamargondey Purguna.
2. Jambgaum (Turuf).
3. Ranjungaum.
4. Half the Purguna of Sewgaum.
5. Six villages in the Umber Purguna.
6. Five ditto Pytun do.
7. Five ditto Newaseh do.
8. Five ditto Kurdey do.
9. Six ditto Poona do.
10. Two ditto Waee do.
11. Six ditto Patoda do.
12. Five ditto Pandè Pérgaum do.
13. Five ditto Pabul do.
14. Two ditto Parnair do.

which have been lately taken possession of by the British Government, and their allies; it is agreed that those lands shall be restored, provided that no troops shall ever be introduced into those lands and villages, under any pretence of collecting the revenues, or any other pretence whatever."

4. It appears, first of all, to have attracted the notice of the British Government in A. D. 1819, that Dowlutrao Sindia was holding to the south-

* The original Treaty was written in the Persian language, and Article VIII. as here transcribed is the English version of it. It is not, however, an exact translation of the Persian. It would be more correct if the sentence "his family have long held in Inam certain lands, villages, &c." were rendered thus,—"*Certain Talookas, villages, &c. have descended in the family from generation to generation.*"

ward of the Ajunta range considerably more territory than stood reserved to him by Article VIII. of the Treaty above quoted, and was in receipt of certain Babtee and Surdeshmookee Umuls, and other items of revenue, the complete abandonment of which Article V. stipulated.

General correspondence at this period.

5. The Government of India accordingly directed that all lands and Huks so held, to which Sindia's right appeared doubtful, should be at once resumed.

A despatch quoted by Mr. Willoughby in paragraph 3 of his Minute.

6. From the great difficulty experienced, however, in procuring a specification of the nature and extent of these unauthorised possessions, the above measure of the Supreme Government was unavoidably placed in abeyance.

A despatch quoted by Mr. Willoughby in paragraph 4 of his Minute.

7. At length, however, on the 20th February 1820, the Gwalior Durbar prepared and transmitted through the Resident a list of claims according to their own interpretation of Article VIII., under three headings, as follows :—

Deccan Commissioner's letter to Government dated 12th September 1820.

First Head.—"The city of Mahadoo Wilas Tanna, commonly called Jambgaum, and other detached villages of sundry (other) Talookas (containing 108 villages)."

Second Head.—"Villages of Purguna Shreegondey (Chamargondey), and sundry other Mahals."

Third Head.—"Three and a half detached villages held in Jagheer by Trimbuk Baboorao."

8. The arguments which, from the indefinite wording of Article VIII., sprung into existence, on a comparison being instituted between the reservations therein recorded and the claims set forth by the Gwalior Durbar in the new list, were as follows :—

1. The extent of Purguna Chamargondey.
2. Ditto ditto Jambgaum.
3. Ditto ditto Ranjungaum.
4. Ditto of half the Purguna of Sewgaum.

9. The following four large items of revenue, also, though evidently ceded by Article V. of the Treaty, and not specifically reserved by Article VIII., were still in the enjoyment of Sindia* :—

I.—Babtee and Surdeshmookee of half the Purguna of Sewgaum (the Jagheer of which was confirmed to him by the Treaty), amounting to Rs. 30,000.

II.—The Babtee and Surdeshmookee of the other half of the Purguna of Sewgaum (which formerly belonged to Holkar, and was ceded by him to the British Government), amounting to Rs. 23,071.

* Shown at foot of list No. 2 attached to Deccan Commissioner's letter to Government of 12th September 1820; the list alluded to being a specification of Sindia's unreserved holdings.

III.—The Babtee and Surdeshmookee of the entire Purguna of Deypoor, amounting to Rs. 19,741.

IV.—One-third of the Surdeshmookee of the entire Purguna of Umber, amounting to Rs. 20,313-10-0, paid to Sindia by the Nizam, according to stipulation made at the time the British Government ceded the Purguna to that prince.

10. With a view to the settlement of the various points at issue described in the two preceding paragraphs, a long but inconclusive correspondence ensued between the Supreme and Bombay Governments, the Resident at Gwalior, and the Sole Commissioner in the Deccan. It fortunately happened, however, about this time, that three original papers were discovered in the Poona Duftur (Deccan Commissioner's letter to Government of 12th September 1820) in the handwriting of Bhow Surinjamee, one of the late Peshwa's principal Dufturdars, which very materially served to remove the doubts existing, and define the nature and extent of the reservations which the British Government really intended to make in favour of Sindia, so vaguely recorded in Article VIII. and so irreconcilable with the new list furnished by the Durbar.

11. The following comparison of these original documents with the new list and Article VIII. of the Treaty may tend still further to elucidate the matter:—

Districts.	By Article VIII.	New List.	Bhow Surinjamee.	Remarks.
Ahmednuggur Collectorate.				
Chamargondey Purguna....	..	12	11	This is merely a nominal difference. Sindia never had more than eleven villages in the district, but added one himself, viz. Rohee Gowan, by forming a new village from the lands of several adjoining villages.
Jambgaum (Turuf)	..	..	1	Sindia claims under Jambgaum the whole of the villages in the first head of the new list, to the number of one hundred and eight, including fourteen in Khandeish. All the rest of the villages in this memorandum are entered in regular order, according to the Treaty, under the second head of the new list. (Deccan Commissioner's letter to Government of 12th September 1820. List No. 1 attached.)
Ranjungaum	..	13	13	These are all that Sindia ever had in this district.
Half of Purguna Sewgaum..	..	88	86½	Sindia claims two villages more than the Duftur accounts show, one of

Districts.	By Article VIII.	New List.	Bhow Surinjamee.	Remarks.
				which, viz. Kourgaum, had been in the Peshwa's hands for the last thirty years, but has been given up to Sindia by mistake. The other, Teesgaum, is not in the Sunuds and Duftur accounts, but Sindia has held the whole of it since 1798. Sindia has omitted one-half village of Bhendy.
Newaseh Purguna	5	5	5	
Kurdey Purguna.....	5	5	5	
Patoda Purguna	6	2	2	The excess is a mistake in the Treaty; Sindia has only two villages altogether, under whatever tenure, in the district.
Pandè Pérgaum	5	5	5	
Parnair.....	2	2	2	
Poona Collectorate.				
Prants Patus and Sandus ..	6	7	7	The English copy has six, the Murathee seven. They belong to the Prant Poona, but to the Turufs of Patus and Sandus, as explained in the new list, and also in the Duftur account. (Deccan Commissioner's letter to Government of 12th September 1820. List No. 1 attached.)
Pabul Purguna	5	3	3	The Duftur accounts agree with the new list. Sindia has only three in this district altogether.
Nizam's Territory.				
Umber Purguna	6	5	5	The excess of one in the Treaty is probably a mistake, as it is not in the new list.
Pytun	5	5	5	
Sattara Districts.				
Waee Purguna.....	2	2	1	The second village claimed, viz. Turrowlee, had belonged to the Peshwa for many years before the Treaty.
Total..	..	154	151½	

12. Referring to Sindia's new list of claims, enumerated in paragraph 7 and contrasted in paragraph 11 with the documentary evidence forthcoming from the Poona Duftur, it will be observed that under the first head are claimed one hundred and eight villages, the first of which is that of "Jambgaum,"

under the Purguna to which it belongs, viz. Parnair, and this is the only village in the whole, under this head, which corresponds with the reservations made in Article VIII. of the Treaty; whereas, with this single exception the whole of the villages in the second head correspond exactly, not only in order, number, and description, with Article VIII., but in amount and in name with Bhow Surinjamee's list. So remarkable a correspondence between these three documents satisfied the Sole Commissioner in the Deccan of the identity of the whole of the reservations of Article VIII. In two or three instances there are trifling discrepancies between the Article of the Treaty and Sindia's new list, but in all such cases the accuracy of the latter has been verified by Bhow Surinjamee's list and the Duftur accounts with which it agrees.

Deccan Commissioner's letter to Government of 12th September 1820.

13. In the cases of Chamargondey and Ranjungaum, the British Government conceded, after much correspondence, that the Purgunas, and not merely the villages, were intended to be exempted by Article VIII., though, as it was by no means their intention to bestow upon Sindia any new territory in actual enjoyment of which he was not, the extent of the reservations in those Purgunas was strictly held to be those portions thereof respectively in *bonâ fide* possession of which he was at the date of the Treaty. And although I cannot discover the decision of Government in regard to the extent of "half the Purguna of Sewgaum" * so conclusively and emphatically recorded, as above, yet the obvious inference from the correspondence on the subject is that the British Government intended to reserve to Dowlutrao Sindia in the Treaty of 1803 *those villages only* of the "original grant" which had descended in the family uninterruptedly, and were actually in its possession at the date of the conclusion of the Treaty of Surjé Anjungaum.

Government letter to the Ahmednuggur Collector, No. 3949 of the 31st December 1842.

14. The only material difficulty, therefore, was in the case of "Jambgaum," Sindia claiming under that head one hundred and eight villages, whereas, Government were only willing to admit the reservation of the village of Jambgaum itself, so that a difference of opinion existed to the extent of no less than one hundred and seven villages, between the Durbar and Government.

15. A considerable correspondence ensued on this point, but the arguments adduced by Mr. Chaplin, the Sole Commissioner in the Deccan, were of so strong and incontrovertible a nature in favour of "Jambgaum" *being but a village*,—borne out, too, so clearly by the Peshwa's records found in the handwriting of Bhow Surinjamee,—that Government considered the evidence full and conclusive, and Sindia's claim to anything beyond the village was nega-

* The "original grant" was called "half the Purguna of Sewgaum," possibly because the *other half* was conferred upon Holkar at the same time; but a specification of the villages composing Sindia's half *is* forthcoming: they are 86 (½) in number, and were conferred in Surinjam upon Jyajee Sindia, under a Sunud dated A. D. 1752-53.

tived accordingly.* The main fact which forced itself upon the notice of Government, and was held to be fatal to Sindia's pretensions to Jambgaum as a Turuf, was that the alleged Turuf not only comprehended *all* the other villages *separately enumerated* in the reservations of Article VIII. (the mention of which would have been quite superfluous had this extended sense been admitted), but it would have reserved to Sindia *the whole of the cessions of Article IV.*, and would, further, have purported to reserve to him some fourteen villages *in Khandeish north of* the Ajunta, which never came into question, and which, never having been ceded, could not obviously require to be so reserved.

General correspondence.

16. With reference to the various Umuls, then, in the possession of Sindia, as detailed in paragraph 9, it was argued by Mr. Chaplin, and the Collectors who succeeded him in Poona and Ahmednuggur, that those items of revenue not being specifically reserved by Article VIII. of the Treaty, after having been formally renounced by Article V., could only be held by Sindia on sufferance, and that neither in reason nor in justice could he found a claim to them. Indeed, the reservations of Article VIII. appear only to have been admitted at all by the British Government on a liberal consideration of the strong representations urged by Sindia that they were ancient and hereditary possessions, "*descended in the family from generation to generation,*" and on which plea alone were they conceded. It would be absurd, therefore, to class these items, under such a denomination,—more especially the two former,—as the Babtee and Surdeshmookee of the entire Purguna of Sewgaum were first granted to Sindia by Bajeerao in military Surinjam under a Sunud dated A. D. 1797-98 (*only six years before the war*) in part of a Jagheer of ten lakhs of rupees conferred by the latter upon the former on his establishing him in the Peshwaship.

Duftur records.

17. It must also be borne in mind, that the Jagheer Umuls of the entire Purguna of Sewgaum were divided equally by the Peshwa between Sindia and Holkar, under Sunuds dated A. D. 1752-53; and that on Holkar ceding his half to the British Government, the latter became the sovereign power in *that half* from the circumstance of possessing the Jagheer Umul.

18. Mr. Chaplin further observes, on the subject of these Umuls (letter to Government of 12th September 1820), that his doubts are confirmed from two of Bhow Surinjamee's memoranda, which contain the amount of all the reservations, and have the words "half the Jagheer of the Purguna of Sewgaum, Rs. 66,812-1¼," thereby excluding the Babtee and Surdeshmookee, which amount to Rs. 30,000 more.

19. It was, however, finally suggested by the Commissioner, that the three last items specified in paragraph 9 should be resumed as unauthorisedly held in

* This decision was conveyed to the Gwalior Resident in a despatch from the Supreme Government dated 14th March 1828, copy of which was transmitted the same day for the information of the Government of Bombay.

excess of Article VIII. ; but doubts were expressed as to the expediency of resuming the first (although clearly the undoubted right of the British Government for the same reason), inasmuch as it was remarked (letter to Government of 12th September 1820) that the Jagheer share in *his half* of the Purguna of Sewgaum, to which Sindia in any event was entitled, gave *him* the paramount right of sovereignty over the villages composing that half; and, therefore, Mr. Chaplin stated his intention of submitting to Government the propriety of our waiving our right thereto, but resuming at once the Babtee and Surdeshmookee of our own half, by which means each Government would have the undivided possession and authority of one-half of the villages of the entire Purguna respectively (Deccan Commissioner's letter to Gwalior Resident dated 30th December 1821). Mr. Chaplin submitted the point accordingly for the consideration of Government in the following words :—

" 10. In respect to the question regarding the Babtee and Surdeshmookee of Sewgaum, I have the honour to inform you that after every inquiry here, and repeated references to Gwalior, I am unable to discover the slightest grounds for altering my former opinion on this subject, as expressed in my letter to you of the 12th September 1820, and in the enclosures of my despatches of the 22nd June and 12th October 1821. I beg leave, therefore, to renew the recommendation conveyed in my letter to Captain Stewart of the 30th December 1820, No. 213, and to repeat that, although I conceive Sindia to be entitled only to the Jagheer share of half the Purguna of Sewgaum, and not to the Babtee or Surdeshmookee of any portion of it, yet we ought to relinquish our right to those shares of the villages of which the Jagheer belongs to him, and content ourselves with resuming the Babtee and Surdeshmookee of that portion of the district of which the Jagheer was ceded to us by Holkar. By this concession the most liberal acceptation of the terms of the Treaty of Surjé Anjúngaum will be preserved, and the excessive inconvenience of two conflicting authorities in the same village will be exchanged for the minor evil of the partition of the district into whole villages between Sindia and us."

Letter to Government No. 87 of 20th July 1822.

20. In reference to paragraph 8, regarding the extent and nature of certain alleged reservations, and the decision of Government recorded thereon in paragraphs 13 and 15, it will appear from the documentary evidence contrasted in paragraph 11, that Sindia under Article VIII. could only establish his claim to 151½ villages.*

21. The total number of villages held by Sindia south of the Ajunta Range, ceded by Article IV. of the Treaty, amounted to 241,† and thus, there-

* List No. 3, attached to the Deccan Commissioner's letter to Government of 12th September 1820, specifically mentions 65 of these reserved villages ; the 86½ in Sewgaum are lumped, for the reason given by Mr. Chaplin.

† List No. 2, attached to the above letter, specifically mentions these villages and Umuls.

fore, Sindia held in villages alone no less than 89½ in excess of Article VIII., and Umuls as enumerated in paragraph 9 renounced by Article V.

22. In regard to the perfect right of the British Government to dispossess Sindia of his holdings in excess of the reservations, it must be borne in mind that by the subsequent Partition Treaty that portion of the general cessions of 1803 which lay in the Peshwa's territory was allotted to that prince (despatch from the Bombay to the Supreme Government, No. 1238 of 14th August 1820), who, therefore, became entitled to resume them at his pleasure. From motives of consideration or policy, however, the Peshwa permitted Sindia to continue in possession, acknowledging the supremacy of the Peshwa's Government; but when the Peshwa's territory fell into the hands of the British, the latter obviously acquired the same right to the sovereignty that the Peshwa originally possessed; and, consequently, the right to dispossess Sindia, whenever they thought fit, lapsed to the British Government.

23. From motives of forbearance and delicacy, however, not of justice, the Government of India intimated their desire (despatch of 2nd May 1823) to continue the *life interest* of these unauthorised possessions to Dowlutrao Sindia notwithstanding its clear and undoubted right to them by conquest and Treaty.

24. Dowlutrao Sindia died on 21st March 1827, when a correspondence ensued, having for its object the surrender, by the Gwalior Durbar, of the unauthorised possessions aforesaid.

25. Chor Chittees for the surrender of the 89½ villages were transmitted accordingly by the Durbar through the Resident, thus specified:—

64½ descended from His Highness's ancestors.
23 since given by the late Peshwa to His Highness for the payment of his troops. (Gwalior Resident's letter to the Bombay Government of 10th October 1828.)
1 (Oorlee) given in Inam for the expenses of the great Maharaj's Chutree.
1 (Wurgaum, near Sindolee, Purguna Kurdey) descended to His Highness from his ancestors.

89½

26. The above Chor Chittees corresponded, it was remarked by the Gwalior Resident, with the list (No. 2, attached to Mr. Chaplin's letter of 12th September 1820) originally prepared by the Deccan Commissioner, but contained at foot a variety of petty reservations and Huks, against which the Resident stated he had protested (Gwalior Resident's letter to the Bombay Government of 10th October 1828) as quite inadmissible. The Collectors in the Deccan, in carrying into effect the orders of Government that they should lose no time in receiving charge of the 89½ villages, respected not these petty reservations, and the resumption of them was approved by Government, as

being in strict accordance with Article V. of the Treaty. (Government letter to the Collector dated 31st August 1829.)

27. On the resumption in November 1828 of the aforesaid 89½ villages in the several districts and Collectorates, it was discovered that a very considerable number of them had in reality been alienated by Sindia, both prior and subsequent to the Treaty; but on a reference to Government, the question was thus disposed of (Government letter to the Collector dated 31st August 1829):—

1*st*.—All alienations made previous to the date of the Treaty (30th December 1803) should be respected.

2*nd*.—All alienations made subsequent thereto should be resumed, unless Government saw fit to continue them in special cases.

3*rd*.—All alienations of a purely religious nature, whether made before or after the Treaty, should be continued so long as the shrines existed for the support of which they were bestowed.

28. It would appear, however, that the question of the Babtees and Surdeshmookees, &c. already alluded to in paragraph 9, held by Sindia in the districts of Sewgaum, Deypoor, and Umber, which, being large items of revenue renounced by Article V. and unreserved by Article VIII., formed portion of his unauthorised holdings, had not at this time been brought fully under discussion, and, consequently, no definitive arrangements had been made in regard to them. The suggestion of Mr. Chaplin, recorded in paragraph 19, of the inexpediency of resuming the Babtees, &c. of that half of the Purguna of Sewgaum the Jagheer of which Sindia held from the Peshwa, and which was confirmed by Article VIII., had apparently been partially instrumental in causing this indecision; and the Gwalior Resident, in his anxiety to procure as soon as possible from the Durbar the Chor Chittees for the 89½ villages, having purposely "abstained from making any mention of them to the Durbar, that they might form no pretence for delay in the delivery of the villages" (Gwalior Resident's letter to Supreme Government of 10th October 1828), the resumption of these Babtees and Surdeshmookees was at this period entirely overlooked.

29. A long correspondence, extending over several years, appears to have existed about this time on the subject of the beneficial results to be expected from mutual exchanges of territory between the Government and the Durbar, whereby the interests and authority of both would become more consolidated. The Supreme Government, however, finally negatived these suggestions, by declaring that the Court of Directors had expressed their opinion that the evils of a divided jurisdiction—which could, it was observed (despatch of 28th January 1835), be resumed from both Sindia and Holkar, whenever the public interests called for that step, inasmuch as they rightly held no jurisdiction in their Deccan villages but what had been tacitly accorded to them by the forbearance of the supreme authority—were preferable to any such extreme measure as making over British subjects to Native rule.

30. In accordance with the instructions alluded to in paragraph 27, certain alienated villages, which had been resumed under the Treaty, were restored to their present holders as an act of pure liberality on the part of the British Government.

31. Under a misconception, however, of the liberal spirit in which these restorations were made by the British Government, the Durbar requested permission in 1837 to endeavour to establish, through the medium of the British courts of law, their supposed right to the entire 89½ villages, as Inamdars and Jagheerdars, by proofs of the terms on which they held them from the Peshwa, and of those on which they now consider themselves to hold them from us, as the conquerors of the Peshwa's possessions. This misapprehension was evidently participated in by the Resident himself, who, in urging the suit of the Durbar, stated (letter to Bombay Government dated 3rd May 1837) that "of the 89½ villages, those also which were alienated by Sindia were attached by us, but the individuals to whom they were granted by Sindia having *proved their claims*, the villages have been restored to them."

32. It was evident, therefore, that the act of liberality exercised by the British Government in the above case had been entirely misunderstood, both by the Resident and the Durbar; but the Bombay Government, in again urging upon the Supreme Government the necessity of deciding the long agitated question of Sindia's claims in reference only to the terms of the Treaty, remarked (despatch of 28th July 1840) that it was probably the erroneous impression it had apparently formed (that the individual alienations had been restored *by process of law*) which had led the Durbar to wish to prosecute its claims to the restitution of the remaining villages on similar grounds. At the same time, the Bombay Government pointed out that claims to Inams were excluded from the British courts of law, under Section V. Regulation XXIX. of 1827, Government reserving to itself the authority to decide upon claims of this nature, independently of the jurisdiction of such courts.

33. In reply to the above communication from the Bombay Government, the Governor General in Council stated (despatch of 26th July 1841) that—

"He felt satisfied that Sindia's claim to recover that portion of these villages which remains attached, and has not been released in favour of the under free tenants, is entirely unfounded. These villages were among the possessions of Dowlutrao Sindia, which he ceded to the British Government by the Treaty of Surjé Anjungaum. He was allowed to retain them during his lifetime; they were resumed at his death. It was then ascertained that several had been alienated both before and after the Treaty: those alienated before the Treaty were relinquished in favour of their then possessors; and such as had been alienated for charitable and religious purposes after the Treaty were also relinquished, and the remainder were considered a lapse to the British Government. It would appear that the consideration evinced by the British Government to the grants of the Sindia family in upholding

the alienations of a considerable portion of those villages, *which it might have cancelled,* has led to a misconception at the Court of Gwalior of the grounds and motives of these concessions, and to a belief that it could substantiate its own claims to recover possession because the claims of certain parties who held under Sindia's grants had been admitted. But there is no ground whatever for such assumption; and as no possible benefit could be derived from allowing Sindia's agent to agitate his claims to recover these villages before the fiscal and judicial authorities in the Deccan, the Resident at Gwalior will be instructed to explain to His Highness the whole particulars of the case as exhibited in those papers, when, no doubt, he will desist from the further prosecution of his claims for the restoration of the villages."

34. The above opinion of the Supreme Government may, therefore, it is presumed, be considered final and conclusive in so far as Sindia's claim to the 89½ villages resumed from the Durbar in 1828, as in excess of the reservations of Article VIII., is concerned; and the following expression of the sentiments of the Governor General in Council, recorded below, on the subject of the Umuls in Sewgaum, Deypoor, and Umber, already adverted to, may be held as no less decisively rejecting the claims set up by the Durbar to them.

35. The Bombay Government, in bringing the Umuls adverted to again under discussion, and prominently directing the attention of the Supreme Government to the subject, stated (despatch of 20th June 1842) as follows:—

"But the principal point to which he (the Governor in Council) would direct the attention of His Honour in Council is the various Umuls, Babtees, Surdeshmookees, &c. which Sindia still holds over many districts of the Ahmednuggur Collectorate. This subject seems never before to have been brought fully under discussion. The words of the Treaty are, I am directed to submit, very clearly in favour of the right of the British Government to resume these Umuls, Articles III. IV. and V. clearly containing an abandonment by Sindia of all his possessions in the Deccan, with the exception of those enumerated in Article VIII.; the only doubt which occurs to His Honour in Council arises from the tacit acquiescence by the Peshwa and the British Government, up to the present time, in Sindia's right of enjoyment. This, however, was not considered a sufficiently valid plea on the former occasion, when the resumption of the 89½ villages to which Sindia's title was defective was ordered on Dowlutrao's death, nor does it seem sufficient in the present instance."

36. In reply to the above opinion of the Bombay Government, the Governor General in Council stated (despatch of 5th August 1842) that—

"He entertains no doubt that, under the Treaty of Surjé Anjungaum, Sindia has no interest whatever in any lands to the southward of the Ajunta Hills which are not mentioned in Article VIII. of that Treaty."

37. As it was evident from the above reply that the Supreme Government

attached no material importance to the only doubt suggested by the Government of Bombay,—viz. "that arising from the tacit acquiescence by the Peshwa and the British Government up to the present time in Sindia's right of enjoyment,"—the Durbar were called upon to make a final surrender of the remainder of those possessions, which, although in excess of Article VIII., were inadvertently omitted in the general resumptions of 1828. Chor Chittees were accordingly transmitted by the Durbar, through the Resident.

38. *Section I.*—It does not appear, however, on the face of the correspondence under review, what the actual demands of the British Government were on this occasion; but allusion is thus made to them by Sir R. Shakespear in forwarding the Chor Chitees corresponding thereto (letter to Colonel Sleeman, No. 477 of 23rd September 1845):—

"The list sent from Bombay consists of—1*st*, three villages*; 2*nd*, claims for Babtee and Surdeshmookee, &c. on several villages; 3*rd*, Inamee lands in six villages."

* Evidently these,—
1. Esapoor, a hamlet of Waloonj, in Pandè Pérgaum Purguna.
2. Khokur Muhoo, in Purguna Manore.
3. Khodurgong (evidently Khandgaum), in Purguna Sewgaum.

Section II. of para. 38.—In forwarding the Chor Chittees (as stated in the paragraph preceding), Sir R. Shakespear observed (letter to Colonel Sleeman, No. 477 of 23rd September 1845),—

"The Durbar has given orders for the transfer of every item entered in the list, though in their note they state that Esapoor is already in the possession of the English; that Khokur Muhoo does not belong to them. This village is entered in the list as being in Turuf Munore, and the Durbar states that there is another village in that Illaka which is a Jagheer held by Shah Munsoor Saheb, and of which the Nizam is entitled to one-fourth share. The third and last village is Khodurgong, which in the list is entered as being in Turuf Sewgaum. The Durbar states there are two villages called Khureegong in that Illaka, but that both of these are entered in Article VIII. of the Treaty. There is also another village in Illaka Kuree called Kohreegong. It is evident there must be some mistake in the English spelling of the names of these three villages, and it will be necessary to have them sent in the Murathee character. With reference to the claims for Babtee, &c. the Durbar remarks that seven of the villages entered in the list as being in Turuf Sewgaum were formerly exchanged with the British Government for a village called Samp, which was given to Mama Saheb Krishnrao Kuddum, and that the claims on account of Babtee, &c. for these seven villages ought to remain with Sindia."

Compare with Sections 2 and 3 of paragraph 46.

Sir R. Shakespear also adds,—

"The Sirdars having thus complied with our demand, I feel confident that Government will be disposed to listen attentively to the arguments which

they may urge to prove that any of the lands or claims now given up belong to them by Article VIII. of the Treaty of Surjé Anjungaum."

39. In reference to paragraph 9 of the above letter from Sir R. Shakespear, it would appear that the only mistake in the English spelling was in the case of the lastnamed village, called Khodargong, and which erroneously led to the attachment of Koregaum, in Purguna Ranjungaum, in 1845, instead of Khandgaum, in Purguna Sewgaum, the village really intended by the British Government, in the list originally forwarded; the discrepancy, however, is satisfactorily accounted for, and the suggestion that the attachment should be at once transferred from the former to the latter village met with the full approval and sanction of Government.

Mr. Spooner's letter to Government, No. 1044 of 3rd September 1847, and their reply, contained in paragraph 7 of the letter No. 5536 of 16th September 1848.

40. These resumptions were accordingly made; but shortly afterwards a protest, as follows, was transmitted to the Right Honorable the Governor in Council, and the items therein particularised (*i. e.* the late resumptions) appear to be the only points undecided, and regarding which the Government now desire the opinion of the Inam Commissioner. These cases will be found disposed of in the five succeeding paragraphs, and the result embodied in paragraph 46:—

PERSIAN DEPARTMENT.—*Substance of a Memorandum from* WITTUL BUGWUNT, *Vakeel of the Gwalior Government, in Zillah Ahmednuggur, to the Right Honorable the* GOVERNOR IN COUNCIL, *dated 9th Zilkad* (7th *October, and received 4th December* 1848).

"In the letter of 16th September last, which I received from Government, it was stated that my master's Huks were under consideration. A letter of the same date having been issued to the Collector, he addressed me a letter on the 22nd idem, containing a reply in regard to some of the points only. The particulars of the Huks of the Gwalior Government are detailed in the copies of my memoranda to the Collector dated 17th Shaban and 12th Ramzan, Fuslee 1257 (30th July and 24th August A. D. 1847), which accompanied my memorandum to Government of the 2nd September. They are as follows:—

"1*st.*—Three villages, viz. 1, Koregaum, Turuf Runjungaum; 2, Khokur Muhoo, Turuf Manore; 3, Esapoor, and land situated in Moujé Waloonj, Purguna Pandè Pérgaum:—

"2*nd.*—Babtee, Surdeshmookee, Umuls, from sixty-eight Khalsa and Doomalla villages of Purguna Sewgaum, and thirty-seven Khalsa and Doomalla villages of Turuf Deypoor.

"3*rd.*—Inam lands in Moujé Bhandgaum, and five other villages in Purguna Parnair.

"The above three Huks were brought to the notice of Government, but a

decision appears to have been given without understanding the particulars. I am led to think so from the letter of 22nd September last which I have received from the Collector. I suspect that either the translation from Hindee into English was not properly made, or that the Collector did not fully understand (the case). Proper measures were not adopted. I have, therefore, deputed Huree Junardhun Vakeel to represent the circumstances to Government. I beg your Lordship in Council to listen to him, in consideration of the friendship existing between the two States, and to direct the Collector of Ahmednuggur to restore the abovementioned Huks to the Gwalior Government. Although an inquiry is now going on, the Collector has unnecessarily attached Moujé Khandgaum, Purguna Sewgaum; I therefore pray that the attachment may be removed until a settlement of all the points."

41. *Section I.*—From the foregoing it will appear that the identity of the three villages is established,—viz. 1, Esapoor, of Pandè Pérgaum; 2, Khokur Muhoo, of Manore; and 3, Khandgaum, of Sewgaum; the village of Koregaum being attached by mistake for Khodargong, which latter in reality meant Khandgaum; and we may now, therefore, proceed to analyse the Durbar claims to restitution in order of the protest. With reference to the first village, therefore, under the head of the first claim, viz. that of Koregaum, in Purguna Ranjungaum, it may be held to be already disposed of in favour of the Durbar, the attachment having been removed by order of Government. (See paragraph 39 of this report.)

Section II. of para. 41.—As part and parcel of the above, it may be more desirable to dispose simultaneously of the case of Khandgaum, in Purguna Sewgaum, adverted to in the concluding portion of the Vakeel Wittul Bugwunt's protest; since, on Koregaum being released, the attachment was, under the authority of Government, placed upon it (see paragraph 39 of this report). Mr. Spooner states that this village is not only not reserved by Article VIII., but is to be found in the unreserved list framed by Mr. Chaplin in 1820 of 89½ villages held in excess by Sindia, resumable on his death, and adds (letter to Government, No. 1044 of 3rd September 1847) that this said village, through some inadvertence, was omitted in the general resumptions of 1828 and 1845, in the latter year escaping attachment from being improperly spelt in the Chor Chittees transmitted by the Durbar. Although Mr. Spooner is evidently right in the former point, yet I think he must be in error in regard to the latter. I have minutely examined the list of unreserved villages framed by Mr. Chaplin in A. D. 1820, consisting of 89½, the whole of which were resumed in 1828 (see paragraphs 24 to 26, inclusive, of this report). Among these resumptions, there were Kudgaum and Khondgaum, of Turufs Bellapoor and Sungumnair, respectively (Nos. 45 and 71 respectively in Mr. Chaplin's unreserved list No. 2 attached to his letter to Government of 12th September 1820), one of which Mr. Spooner may have mistaken for Khandgaum of Sew-

gaum; but as both the former were resumed as two of the 89½ villages in 1828, it is difficult to account for the discrepancy. It is clearly proved from the records of the Poona Duftur, below extracted, that the village now in dispute, viz. Khandgaum, of Sewgaum, had been under the direct management of the Peshwa from A. D. 1770-71 to 1817-18, and, consequently, could not have been held by Sindia, except when given over to him lately by us in mistake, as remarked by Mr. Chaplin. By referring to the documentary evidence contrasted in paragraph 11 (list No. 1 attached to abovequoted letter), it will be observed that this was one of the two villages (the other, Teesgaum, being resumed in 1828 as one of the 89½) which created the only discrepancy between the new Durbar list of Sindia's holdings in "half the Purguna of Sewgaum" and the principal Dufturdar's list. Mr. Chaplin, in the column of remarks, states that Khandgaum* had been in the Peshwa's possession for thirty years previously to 1820, and has been given up to Sindia by mistake. This fact alone would preclude Sindia's claim under the decision of Government recorded in paragraph 13, because it could not have descended uninterruptedly in the family, or even have been in its possession at the date of the Treaty.

Section III. of para. 41.—But evidence of a very conclusive and satisfactory nature, bearing upon this case, is to be found among the records of the Poona Duftur. The records show that the Jagheer Umuls of Khandgaum were originally granted in military Surinjam to Jyajee Sindia by a Sunud dated 25th Rubee-ool-Awul (A. D. 1752-53). On Jyajee Sindia's death, they were made over in Inam for the support of his widow, Sukoobaee, by a Sunud registered in the Peshwa's diary under date 15th Jummad-ool-Akhir (A. D. 1769-70). The widow resigned them in the same year to Moro Baboorao Fudnees, who in his turn forthwith restored them to the Peshwa; and there are now, in the Duftur, accounts forthcoming to show that Khandgaum was under the direct management of the Sirkar from A. D. 1770-71 to 1817-18. Mr. Chaplin might, therefore, very justly have stated that this village had been fifty (instead of thirty) years in the hands of the Peshwa previous to 1820. As from these facts it would appear that Khandgaum had only been in the family some seventeen or eighteen years altogether, and had never been enjoyed by Dowlutrao Sindia *at all*, except when, as Mr. Chaplin mentions, it was given him lately by this Government in mistake (apparently between the years A. D. 1817-18 and 1820), his claim thereto cannot be considered in any other light than negatived.

42. *Section I.*—The next village entered in the protest under the head of the first claim is Khokur Muhoo, of Turuf Manore.

Section II. of para. 42.—Mr. Spooner on this subject states as follows in his letter to Government No. 1044 of 3rd September 1847, paragraph 22.

* It will be observed that this village is spelt by Mr. Chaplin Kowrgaum; it is simply the ङ, which is used as *d* or *r*, indiscriminately.

"With regard to the village of Khokur Muhoo, Sindia's agent states that Sindia obtained the said village about one hundred years ago from the Mogul Government; and that about ninety years ago Sindia conferred it in Inamee Jagheer on Munsoor Saheb, who was Sindia's Gooroo, or high priest. He states also, that on referring to Article VII. of the said Treaty, it is stipulated that the lands held by Munsoor Saheb, and others whose names are mentioned, are to be continued."

The lands reserved by Article VII. are not only limited to Hindoostan, but the exact districts are particularised.

Section III. of para. 42.—On the above point,—

Mr. Spooner continues, in paragraphs 23 and 24:—"In reply to these objections (of the Agent as above), I merely have to remark, that in A. D. 1820 two lists were received from the Commissioner in the Deccan—one, of the villages which were reserved for Sindia, and the other, a list of villages which were held by Sindia, and not reserved to him by the Treaty. In this latter list the village of Khokur Muhoo, Turuf Manore (खोकर मछु तर्फ मानुर) is entered. All the villages with one exception (vide paragraph 12 of this letter, corresponding with 39 and 41 of this report) entered in this latter list have been resumed. On referring to Article VII. of the Treaty, I observe that some lands were to be continued to the said Munsoor Saheb; but as the name, nature, and extent of the lands is not specified, there is nothing to show that the village of Khokur Muhoo was intended to be continued; and on the other hand, as above stated, in the list submitted by the Commissioner in the Deccan in A. D. 1820, it is expressly stated that this village is not reserved to Sindia in the Treaty. It does not appear to me, therefore, that Sindia has shown any sufficient reason to induce its restoration to him."

His Lordship in Council replies, in paragraph 11 of letter No. 5536 of 16th September 1848:—"With regard to the claim to the village of Khokur Muhoo, conferred by Sindia in Inam Jagheer on Munsoor Saheb, His Lordship in Council is of opinion that as Article VII. of the Treaty stipulates that this Munsoor Saheb shall continue to hold his lands in Jagheer under the protection of the Honorable Company, if it can be proved that he was in actual possession of this village prior to A. D. 1803, we should not, under a liberal consideration of the wording of the Treaty, now insist upon its restoration."

Section III. of para. 42.—Mr. Spooner, in reply to paragraph 11 of the above Government letter, No. 5536 of 16th Septemher 1848, states as follows (letter to Government, No. 1142 of 21st June 1849):—

"10. With regard to the village of Khokur Muhoo, alluded to in your 11th paragraph, I respectfully beg to state that the village of Khokur Muhoo is one of the villages alluded to in Government letter to this department, No. 4905 of 30th October 1845, and, in conformity with

the instructions therein conveyed, was taken possession of by this department in 1845-46.

" 11. On referring to the accounts of the former Government for A. D. 1776, the village of Khokur Muhoo is there entered in the name of Sindia. I am unable to ascertain when the village was made over to Munsoor Saheb by Sindia. The Vakeel states that it was made over long before the Treaty of 1803, but that he is unable to adduce any proof, as Baber Sing, who was the manager of the village, was murdered some few months ago.

" 12. The Superintendent of the Poona Duftur, in his letter No. 33 dated the 23rd February 1849, states as follows :—

"'Khokur Muhoo, Chinchpoor, and Pimpulgaum, are shown by a Talebund for A. D. 1761-62 in the Duftur, and by a Zabitah for A. D. 1774-75, relating to Sindia's possessions, to have been alienated by the Peshwa to Sindia, though the tenure is not shown, and as yet I have no clue whereby to trace Sindia's title-deeds.'

" 13. The villages of Chinchpoor and Pimpulgaum are under the management of this department, as reported in my letter to the Revenue Commissioner, No. 1082 dated the 8th September 1847, and which was forwarded to Government by the Revenue Commissioner with endorsement No. 2584 dated the 20th October 1847. If, therefore, Khokur Muhoo is restored, an application will immediately be made to have Chinchpoor and Pimpulgaum restored also.

" 14. The Munsoor Saheb is dead ; his son, Pearee Saheb, is also dead ; the only heir is an adopted son, whose adoption has not, I understand, been sanctioned by Government ; and, therefore, in the event of Government ordering the restoration of the village of Khokur Muhoo, the question would arise as to whom it should be restored, viz. to the adopted son or to the mortgagee. (Vide paragraphs 9 to 14 of my report aforesaid, No. 1082 dated the 8th September 1847.)

" 15. The said village is entered in a memorandum received in this office in A. D. 1820 from Mr. Chaplin, the Commissioner in the Deccan, as one which was to be ceded to the British Government under the Treaty of Surjé Anjungaum ; but as it was not entered in the Chor Chittees forwarded with Mr. Secretary Blane's letter of 20th November 1828, No. 1331, it was in consequence never taken possession of, or any jurisdiction exercised therein by the Company's officers, or entered in the accounts of this department, until the receipt of Government letter No. 4905 of 30th October 1845."

Section IV. of para. 42.—In both the above replies of Mr. Spooner to Government it is stated that Khokur Muhoo, of Turuf Manore, is one of the villages entered in Mr. Chaplin's unreserved list of 1820,—that is one of the 89½ villages held in excess of the Treaty, and resumable on Dowlutrao Sindia's death. I cannot find the insertion alluded to by Mr. Spooner in Mr. Chaplin's list, and since (as stated in the concluding part of paragraph 15 of his last

reply) the village was not entered in the Chor Chittees (which corresponded with Mr. Chaplin's unreserved list,—see paragraphs from 24 to 26 of this report inclusive) forwarded by Mr. Secretary Blane on 20th November 1828, I conclude Mr. Spooner must be mistaken.

Section V. of para. 42.—Mr. Spooner is evidently under an erroneous impression, also, on the subject of the other two villages (Nos. 16 and 17 respectively in Mr. Chaplin's unreserved list No. 2 attached to his letter to Government of 12th September 1820), viz. Chinchpoor and Pimpulgaum, in stating that an application for their restitution would necessarily follow the restoration of Khokur Muhoo, seeing that the former were resumed in 1828 as two of the 89½ villages, the justice of which proceeding has never since been questioned by the Durbar, and the revival, therefore, of whose claim to which, so long since disposed of, could scarcely be anticipated as a natural consequence of the concession of Khokur Muhoo, which, *not* being one of the 89½ villages aforesaid, was not attached till 1845, and then apparently upon doubtful grounds, inasmuch as the present claim of the Durbar to its restitution is based upon no less authority than Article VII. of the Treaty, which specifically reserves certain lands, a portion of which this identical village is alleged to form.

Section VI. of para. 42.—With reference to Mr. Spooner's 12th paragraph, above alluded to, and the meagre account therein recorded of the history of Khokur Muhoo, I was induced to make a second reference (dated 8th July 1852) to Captain Gordon, Superintendent Poona Duftur, on the subject, whose reply is as follows :—

This letter was a reply to a reference made by Mr. Spooner, and the information it contained is given in the Collector's 12th paragraph as above.

"The Taleebund and Jabitah quoted by Mr. Turquand in his letter No. 33 of 23rd February 1847 inform us that the Jagheer and Surdeshmookee Umuls of Khokur Muhoo, Chinchpoor, and Pimpulgaum (exclusive of the Chouth, which was enjoyed by one Soobhanrao Maharwar) were held by Sindia ; and although the documents referred to say nothing of the tenure, a Sunud registered on the 4th Jummad-ool-Akhir (A. D. 1757-58) shows that the Umuls of these three villages were granted by the Peshwa, for the maintenance of his Paga, to Tookajee Sindia, consequently they were continuable to him so long only as his Paga was kept up.

Reply of the Superintendent Poona Duftur, dated 8th July 1852.

"Accordingly, on his failing to keep up the said Paga, the Peshwa in A. D. 1765-66 issued a Sunud, which is registered on 23rd Mohurum of that year, directing that the said Umuls should be resumed from Tookajee, and made over to one of the Peshwa's Komavisdars, to be managed on account of the Sirkar.

"It would appear, however, that in defiance of the Peshwa's order, Sindia continued in possession of the Umuls ; as in Taleebunds of Turuf Manore from A. D. 1767-68 till 1776-77 inclusive they were invariably

deducted in his name, but with the remark that '*the Sunud authorising his holding them had to be examined, and hitherto had not been produced,*' apparently for the very sufficient reason that there was no such Sunud in existence.

"There is in the Duftur a Yad of various sums of money due by Sindia to the Peshwa for A. D. 1795-96, containing an entry to the effect that the Surdeshmookee and Jagheer Umuls of three villages in Turuf Manore had been held on account of his Paga by Tookajee Sindia, and after him in Surinjam by Mahadajee Sindia, but that as his tenure was *not* authorised by Sunud, the proceeds of these Umuls from A. D. 1761-62 to A. D. 1778-79 inclusive were due to the Peshwa.

"It is further stated in an endorsement to this entry, that as the Umuls of one of the three villages, viz. Khokur Muhoo (the other two having been transferred to the Nizam in A. D. 1779), were still in A. D. 1795-96 held by Sindia (unauthorisedly of course), there ought to be a separate account of those Umuls.

"The village officers of Khokur Muhoo, in a statement given in by them to the Commissioner in the Deccan in 1820, say that they made over the Umuls of the village to the Gooroo, agreeably to a Sunud from Sindia dated in A. D. 1771-72, but the Yad above referred to proves that at that period the Umuls, although unauthorisedly held by Sindia, belonged to the Peshwa; and, consequently, that the former had no right whatever to grant them to the Gooroo, or to any one else."

Section VII. of para. 42.—If admitting for the sake of argument, from the above statement given in by the village officers to Mr. Chaplin in 1820, that the village of Khokur Muhoo *was* in the possession of the Gooroo prior to the date of the Treaty, so far the fulfilment of the stipulation required in paragraph 11 of the Government letter No. 5536 of 16th September 1848 would appear to favour restoration; but since it has been clearly shown that the village, if made over by Sindia to the Gooroo, was so at a time when it did not rightly belong to him, it will remain for Government to decide how far, under such circumstances, they may consider themselves bound to recognise the Durbar claim, even though said to be guaranteed by Article VII. of the Treaty,—the more especially as the restoration would give rise to the apprehension (Mr. Spooner's letter to Government, No. 1142 of 21st June 1849, paragraph 14, as above extracted in full) of some new difficulty in deciding to whom the village should now be given,—the adopted son or the mortgagee,—since the Gooroo and his own son are both dead; *but upon a careful consideration of the Treaty, it is very doubtful whether Article VII. can include any village situated in the Deccan Proper, because the reservations of that Article are not only limited to Hindoostan, but the exact districts in which the alleged reserved lands are situated are even particularised.*

43. *Section I.*—The third and last village in dispute under the head of the first claim is Esapoor, and land situated in Moujé "Waloonj, Purguna Pandè Pérgaum."

Section II. of para. 43.—Sindia's claim to Esapoor, and land adjacent, is based upon the simple fact of its being a hamlet tributary to Moujé Waloonj, which latter (its present) village is specifically reserved by Article VIII. as one of the five villages in Purguna Pandè Pérgaum.

Section III. of para. 43.—In a Peshwa's Sunud under date A. D. 1752-53, conferring Moujé Waloonj in Inam on Sindia, it is entered (to use Mr. Spooner's own words) "*as Waloonj, inclusive of Esapoor.*" The exact words used in the original Sunud are "*Moujé Waloonj Uslee and Esapoor Daklee, ekoongaon ek.*"

Section IV. of para. 43.—This insertion Mr. Spooner regards as an argument in favour of Government whereon the rejection of Sindia's claims to Esapoor might be founded, inasmuch as that gentleman writes (letter to Government, No. 170 of 24th January 1851, paragraph 8), if Esapoor formed an integral portion of Moujé Waloonj, the entry in the Peshwa's Sunud would simply have been "Waloonj," and not "*Waloonj inclusive of Esapoor.*"

Section V. of para. 43.—This argument, however, would apparently apply with equal force to both sides, and it may be as fairly and equally presumed in favour of Sindia, that if Esapoor be a hamlet increasing in extent and prosperity, although dependent upon and tributary to its present village, yet, from being situated possibly on a distant part of the Waloonj grounds, enjoying a separate though subordinate constitution (it is mentioned by Mr. Spooner himself—letter to Government No. 1044 of 3rd September 1847, paragraph 17—that Waloonj and Esapoor had only one Patel and Koolkurnee and one set of village artisans between them), an entry in a Sunud alienating Moujé Waloonj, with an intention, also, of conferring a large and prosperous hamlet tributary thereto, might very naturally be inserted as "*Waloonj inclusive of Esapoor.*" But even admitting, for the sake of argument, Esapoor to be a "*distinct village,*" wherefore the necessity, in such a case, of an entry in a Sunud including it in "*another distinct village*" ? Would not Esapoor have acquired the same right and title to the distinctive appellation of "Moujé Esapoor" as Waloonj itself ?

Section VI. of para. 43.—Again, Mr. Spooner and his predecessors were, apparently, of opinion (letter to Government No. 170 of 24th January 1851) that, from Esapoor not being *specifically* mentioned in Article VIII., it should belong to Government, the former gentleman having himself previously stated (letter to Government, No. 1044 of 3rd September 1847, paragraph 18) that, had it been the intention to have reserved Esapoor to Sindia, the specification in Article VIII. under the head of Purguna Pandè Pérgaum would have been "five villages and one hamlet," instead of only five villages.

Section VII. of para. 43.—This argument, also, similarly to that before urged, may be applied, doubtless with equal force, to both sides of the question, because, it being premised by the entry in the Sunud that Esapoor was not a distinct village, but merely a hamlet included in Moujé Waloonj, no separate and distinct allusion to the hamlet might have been deemed necessary by

Sindia; and, indeed, this view of the case seems to be virtually conceded by Mr. Spooner himself in paragraph 11 of the above quoted letter (No. 170, of 24th January 1851), wherein he says,—

"Had Sindia, at the time the Treaty was made, asked to have the village of Esapoor included in the items to be reserved to him, his request would, there is no doubt, have been acceded to; for, from the loose way in which the Treaty is worded, it is quite evident that the framers of the Treaty had no very distinct idea of exactly what was surrendered, and what was reserved by the Treaty."

Section VIII. of para. 43.—Government, however, ere coming to a decision, appear to have considered it of importance to establish by valid documents whether, prior to the Treaty of Surjé Anjungaum, Esapoor had been entered as a hamlet of Moujé Waloonj, or as a separate and distinct village, and on this point the following correspondence ensued:—

Government Letter No. 5536 *of* 16*th September* 1848, *to the Ahmednuggur Collector, paragraph* 9.

"With respect to the village of Esapoor, alluded to in paragraphs 17, 18, and 19 of your report, His Lordship in Council desires that you will endeavour to ascertain from ancient Dehjharas, or other documents, whether prior to the Treaty of Surjé Anjungaum it was entered as a hamlet of the village of Waloonj, or was a separate and distinct village of itself."

Mr. Spooner's *reply to Government, No.* 1142 *of* 21*st June* 1849, *para-paraph* 9.

"With respect to the village of Esapoor, alluded to in your 9th paragraph, I respectfully beg to state that, on referring to the accounts of the former Government, an extract of which was furnished me by the Superintendent of the Poona Duftur, it appears that Esapoor became a separate and distinct village of itself, and not a hamlet of Waloonj, long before the Treaty of A. D. 1803. In the accounts of A. D. 1782-83 it is entered thus:—

Moujé Waloonj, revenue.....	Rs. 3,250	6	6
Moujé Esapoor	1,141	14	0"

Section IX. of para. 43.—The above reply of Mr. Spooner to Government was founded upon evidence forthcoming from the Poona Duftur, the nature of which is as follows:—

Reference to Mr. Turquand *(the then Superintendent of the Poona Duftur) made by Mr.* Townsend *(the then Revenue Commissioner Southern Division), under No.* 1657 *dated* 26*th March* 1851.

"The Collector of Ahmednuggur having with a letter dated 24th Janu-

Reply of Captain Gordon *(the present) Superintendent of the Poona Duftur, to Mr.* Fawcett *(the present) Revenue Commissioner Southern Division, No.* 59 *of* 9*th June* 1851.

"With reference to a letter from the Revenue Commissioner dated 26th

ary, No. 170, forwarded copy of your Murathee Yad to his department, dated 24th June 1847, No. 30, I have the honour to request that you will favour me with the further information below specified regarding the entries in the Peshwa's Duftur of the villages Waloonj and Esapoor:—

"2. The first document quoted in your Yad contains the grant of these villages, and is of the Arabic year 1154 (A. D. 1754), Arba Khumsain Mya wu Ulluf: are the two here entered as *one village*, or as two?

"3. The second document quoted is a Jabitah of the Arabic year 1175 (A. D. 1775), Khumus Subain Mya wu Ulluf, in which Waloonj and Moujé Esapoor are valued at Rs. 3,900, apparently as *one* village: is this supposition correct?

"4. The same question applies to the Jabitah next quoted of 1179 (A. D. 1779), Teesa Subain Mya wu Ulluf, in which the united value of Waloonj and Esapoor is Rs. 4,392-4-0½.

"5. A Zhurtee is then quoted of 1161 (A. D. 1761), Eeheday Seetain Mya wu Ulluf. Here Waloonj and Esapoor are entered separately, as part of eight villages alienated to Sindia: how many other villages are there to make up the eight?—in other words, do Waloonj and Esapoor count as *one* or as two?

"6. A similar question occurs with respect to the Zhurtee of 1183 (A. D. 1783), Sulas Sumaneen Mya wu Ulluf, where three *villages* are mentioned: how many remain to make up this number, after the deduction of Waloonj and Esapoor?

"7. In the Zhurtee of 1214 (A. D. 1814), Arba Ushen Myatain wu Ulluf, no specific number of villages is en-

March last, No. 1657, to the Superintendent Poona Duftur, requesting further information regarding the entries in the Peshwa's Duftur of the villages Waloonj and Esapoor, I have the honour to reply to the queries contained therein as follows:—

"2. In the first document referred to in the 2nd paragraph of the Revenue Commissioner's letter the two are entered as *one* village; Esapoor being the Daklee, or Mujré of Moujé Waloonj: this answer also applies to the second and third queries in the same letter.

"3. The Zhurtee referred to in the 4th paragraph of the Revenue Commissioner's letter enters Waloonj and Esapoor separately, and therefore they *count* as *two* in this account, *but without being* in reality *distinct* villages, for, as stated in my 2nd paragraph, Esapoor was a Mujré or hamlet of Moujé Waloonj, upon which it was dependent.

"4. A similar answer will apply to the questions proposed in the 6th paragraph of the Revenue Commissioner's letter; so that, after the deduction of Waloonj and Esapoor, one only remains to make up the number of three villages.

"5. Referring to the 8th and 9th paragraphs of the Revenue Commissioner's letter, I beg to state that the two documents quoted in a postscript to the Yad from the Superintendent Poona Duftur, there referred to, are of *higher* authority than the other accounts quoted, except the first, which is of equal authority.

"6. I regret my present inability to reply to the question contained in the 7th paragraph of the Revenue Commissioner's letter, in consequence of the Zhurtee of 1214 (A. D. 1814) there

tered: do Waloonj and Esapoor distinctly appear as two villages? I observe that in this Zhurtee, as in the preceding one, the word Moujé is prefixed to Esapoor, which seems, so far as these documents are concerned, to settle the question.

"8. In a postscript to your Yad a document is quoted of the 25th Rubee-ool Awul, the year Sulas Khumsain or 53,—1153 I conclude (A. D. 1753); here the two are plainly entered as one village. The next document quoted is of the year Seetain, or 70,—probably 1170 (A. D. 1770); this does not (so far as the extract contained in your Yad goes) clearly show whether Waloonj and Esapoor were reckoned in it as one or two villages?

"9. Are the two documents quoted in your postscript of equal authority with those quoted in the other parts of this letter? I request an early answer, as the question to which this reference belongs has been long pending."

referred to not being available, although it has been searched for in the Duftur. It has probably been put by mistake into one of the numerous other roomals of papers of the late Government under my charge, or it may possibly have been altogether abstracted; that which of these suppositions is correct it may, perhaps, be impossible to ascertain until the scrutiny of the whole Duftur shall have been completed. The absence, however, of the document referred to is not, I trust, in this instance of much importance, if (as appears to me to be the case) there is without it sufficient evidence to show that Esapoor, although *entered separately in some accounts from Moujé Waloonj, was in reality a Mujré or hamlet of that village.*"

Section X. of para. 43.—Referring to paragraph 6 of the above reply from the Superintendent of the Poona Duftur, it will be observed that he was unable to bring in evidence the Zhurtee of A. D. 1814, as requested in paragraph 7 of the contrasted letter from the Revenue Commissioner, because not forthcoming. It has, however, since turned up, and describes Esapoor as a "Moujé," yet this entry cannot tend to invalidate the original and authentic Sunud of A. D. 1752-53, which describes the grant as *Moujé Waloonj Uslee and Esapoor Dahlee, ekoongaon ek;* it may also be remarked that the Tunkha of "Waloonj dekhil Esapoor" is Rs. 3,900, and when entered separately as distinct Moujés their united Tunkha is only Rs. 3,900 and a fraction,—a proof that however Office Karkoons may have written them, they were in reality "*ekoongaon ek.*"

Section XI. of para. 43.—From the foregoing it would appear that Mr. Spooner was scarcely justified in giving a reply to the point sought to be established by Government, in such emphatic and conclusive language, seeing that the entry of Esapoor once or twice in the accounts as Moujé was evidently erroneous, and made by mistake.

The British half of Sewgaum Purguna.

44. *Section I.*—The next claim we come to in Wittul Bugwunt's protest is that to the restitution of the Babtee and Surdeshmookee Umuls of sixty-eight Khalsa and Doomalla

villages of Purguna Sewgaum, and thirty-seven Khalsa and Doomalla villages of Turuf Deypoor.

Section II. of para. 44.—It will be observed, on referring to paragraph 9 of this report, that the above items are therein specified as the second and third; and no claim is now advanced by the Durbar to the restoration of the first and fourth, to which allusion will be made hereafter.

Section III. of para. 44.—With reference, therefore, to the Durbar's claim to the restitution of those two items of the resumptions of 1845 as above specified, paragraphs from 34 to 37 inclusive of this report may be held as definitively negativing any such unreasonable demand.

Section IV. of para. 44.—Referring to the other two items, viz. the first and fourth, I cannot find recorded in the correspondence under review that they were ever resumed by the British Government; indeed, in regard to the former,—viz. the Babtee and Surdeshmookee of that half the Purguna of Sewgaum, the Jagheer of which belongs to Sindia,—Government appear to have acquiesced in the suggestion of Mr. Chaplin, (recorded in paragraph 19 of this report) of the inexpediency of resuming it, even though, under the renunciations of Article V. of the Treaty, it might be considered the undoubted right of the British Government.

Section V. of para. 44.—It was certainly not the intention, however, of the British Government to leave Sindia in the possession of the fourth item,—viz. one-third the Surdeshmookee of the entire Purguna of Umber,—and yet, throughout the correspondence I can discover no trace of its resumption; indeed, the circumstance of its restitution not being claimed in the protest under review (or the matter referred to in any way, either by Sir R. Shakespear or the Durbar, in the Chor Chittees of 1845, in which every item surrendered in fulfilment of the demand of this Government was remarked upon) would lead to the inference that it had been overlooked, in all probability from the fact of its being the only item of these Umuls situated out of the Ahmednuggur Collectorate, in the Nizam's territory.

45. *Section I.*—The third and last claim entered in the protest is the Inamee lands in six villages in Purguna Parnair. It would appear that the Durbar desire the restoration of these Inamee lands, not so much as a matter of right, as as an act of generosity on the part of the British Government, in consideration of their having been bestowed by the Peshwa upon Sindia, not as a Sirdar or Prince, but as a Patel.

Section II. of para. 45.—In bringing the wishes of the Durbar in this matter to the notice of the authorities,—

Sir R. Shakespear, in his letter to Colonel Sleeman, No. 477 of 23rd September 1845, states as follows:—

"Para. 11. The last items in the list are the Inamee lands in the six villages entered at Rs. 1,523-10-0; and

Colonel Sleeman, in representing the case to Government on 2nd October 1845, No. 169, observed,—

"With regard to the lands mentioned in the 11th paragraph of Sir R. Shakespear's letter as having been

it is regarding them that the Durbar is most anxious. They state that their pecuniary value has been over-estimated in the list, but that to them the possession of these lands is a matter of very great importance, as they were given to Sindia as Patel by the Peshwa. You are well aware what importance is attached to such possessions, and that the loss of them is considered the severest misfortune and greatest humiliation that can befall a man in this country. Their value to us is very small, and I earnestly hope you will plead for their restoration to the Durbar upon *such stipulation as may be considered necessary to prevent our police arrangements being interfered with.* This would, I venture to say, be a becoming boon to the youthful Maharaj, and would be gratefully hailed by the Sirdars as a most acceptable and valuable act of grace on our part. The claim to them rests on your generosity. We have allowed forty-two years to elapse; we have made intermediate Treaties without mentioning them; and we are now, so to speak, the young Maharaj's guardians, and these Inamee lands in the six villages in Purguna Parnair are old hereditary possessions of his ancestors."

given by the Peshwa to Sindia as Patel, I conclude His Excellency the Governor General would not object to leave them in possession of the family, as the Sindias in the days of their greatest power gloried in the title of Patel, with which these lands are connected, and they derive value from association, without yielding much revenue."

Section III. of para. 45.—In connection with the above, the Supreme Government begged to be informed (despatch of 17th November 1845) "if any objections of a local nature existed to the relinquishment by the British Government of its right to these lands."

Section IV. of para. 45.—The following correspondence then ensued:—

The Bombay Government, in addressing the Ahmednuggur Collector on this subject on 16th September 1848, No. 5536, remarked,—

"Para. 13. His Lordship in Council would be inclined to take a liberal view of Sindia's claim to the Inam lands in six villages in Purguna Parnair, although not clearly reserved to him by the Treaty, if, as alleged by his Agent, they were really granted to him in Inam by the Peshwa by a Sunud in 1779, not as a sovereign, but as a private individual. You are therefore requested to obtain the original Sunud, and forward a translation of it to Government, after con-

Mr. Spooner, in his reply to Government of 9th February 1849, stated,—

"Para. 2. The land as stated in the margin (*i. e.* the Inamee lands), the Kumal or old fixed assessment of which is Rs. 1,523-10-0, but the amount actually realised is much less than that sum, being in 1845-46 Rs. 631-9-6, and in 1846-47 Rs. 912-9-3.

"3. As directed in your letter, I wrote to the Superintendent of the Poona Duftur, and beg to annex translate of the Sunud which had been granted by the Peshwa to Sindia regarding the said Inams.

sulting the Superintendent of the Poona Duftur as to its authenticity."

"4. The Sunud is dated A. D. 1779, and confers the lands in question on Sindia in perpetuity.

"5. There are no objections of a local nature to the relinquishment by the British Government of its rights to the Inams in question; and as these lands are said (by Colonel Sleeman, on 2nd October 1845, as above) to be much prized by Sindia, I would respectfully beg to suggest that I be permitted to surrender them accordingly; but, at the same time, it should be clearly intimated that Sindia has not the slightest title or claim to the lands, and that the relinquishment of them by the British Government in favour of Jyajee bin Juneajee Sindia has been purely done as an act of grace, favour, friendship, and liberality."

Section VI. of para. 45.—The translation of the Murathee Sunud entered in the diary or journal for Chundr, 29th Jummad-ool-Awul, Soorsun Sumain Mya wu Ulluf (A. D. 1779), now on the Poona records, called for by Government, and furnished by Mr. Spooner, runs as follows :—

"Mahadajee bin Ranojee Sindia having come to the Hoozoor station at Kusba Poona, and represented that he had served the Government for many years with fidelity, requested, therefore, that five chahoors* of land in the villages of Purguna Parnair, Sirkar Joonere, Soobha Khojusteh Booniyad (Aurungabad), might be granted to him in Inam, for the purpose of converting into gardens for the support of his family; an order on this subject was issued to Mahadajee Narayen, Mamlutdar of the Purguna above mentioned, who, in fixing the said land in different villages, measured it more by half a beega and three pands, and the 'Chukundia,' or deeds of measurement from Mukadums, were accordingly issued. These documents may be inspected, and the land in question, together with the excess, be granted to him, accordingly, by documents to be preserved by him. Considering his statement to be correct, and in consideration of the 'Chukundia' produced by him, the five chahoors of land, together with the excess, is granted to him as follows :—

	Chahoors.	Beegas.	Pands.
"In Moujé Bhalownee	1	0	2½
„ Bhadgaum	0½	0	4
„ Padlee	1	0¼	0¼
„ Saroleh	0½	1	1
„ Wudgaum†	1	0	0
„ Kalkoop	1	0	0
Total....	5	1¼	3

* 1 chahoor = 120 beegas, 1 beega = 20 pands.

† A mistake in the translate. The Sunud and Duftur accounts, according to Mr. Turquand's report No. 71 of 14th April 1849, hereinafter quoted, agree in showing that 5 chahoors and 3¼ beegas were authorised. An error of 1¾ beegas and 2 pands *less* existing in the lands of Wudgaum.

"The above land, viz. five chahoors, one and a half beega, and three pands, including the Swuraj, the Moglaee, the Surdeshmookee, the Koolbab and Koolkanoo, the Hulleeputtee and Paisterputtee (present and future collections), the water, the trees, the grass, the wood, the stones, and the hidden treasure, and excluding the Hukdars, is granted to him in Inam; you are therefore to give him the possession thereof, and continue the same to him in perpetuity. Do not raise an objection for a fresh order every year, but take a copy of this and return the original to him for his use.

"The following documents have been issued to the effect (of) the above grant:—

"Seven Furdneesee Sunuds,—in the name of Mahadajee Sindia ..	1
Mukadum of Moujé Bhalownee	1
Ditto ditto Bhadgaum	1
Ditto ditto Padlee	1
Ditto ditto Saroleh Adlee	1
Ditto ditto Wudgaum Adlee	1
Ditto ditto Kalkoop	1
"Two Chitneesee letters,—in the names of the present and future Deehadeekaree Laikhuk or writers at Purguna Parnair	1
Deshmook and Deshpandia of ditto	1
	9

Section VII. of para. 45.—With a view to test the validity of the above Sunud conferring these Inamee lands on Sindia, the Superintendent of the Poona Duftur was requested (Government memorandum No. 1424 of 26th February 1849) to furnish a report, showing what entries were forthcoming in the Peshwas' records in connection therewith. The report thus called for was furnished accordingly by Mr. Turquand (No. 71 of 14th April 1849) as follows:—

"The translate referred to in paragraph 3 of the Collector's letter is of a Sunud of A. D. 1779-80, the registry of which was furnished by me with my letter dated 26th January last.

"No. 13. The Zhurtees and Taleebunds, &c. of Purguna Parnair are forthcoming from A. D. 1779-80, and up to A. D. 1812-13, inclusive. They show the land actually held as Inam by Sindia in the six villages in question to have been chahoors 7¼, beegas 23¼, and pands 3¼, but that out of this, Sindia, by the Sunud conferring the grant, had a right to only chahoors 5 and beegas 3½, of the then assessment value of Rs. 1,005-2-0, and that during the whole of the period from A. D. 1779-80, Rs. 586½ on account of the chahoors 2¼, beegas 19¾, pands 0¾, surreptitiously enjoyed, were annually checked, and entered as Tusulmat, or as unadjusted balance against Sindia. A comparative statement, framed from the Duftur accounts of A. D. 1789-90, of the land granted by the Sunud, and of that surreptitiously enjoyed, is annexed.

"In the Sunud's translate accompanying the Collector's letter, there is a mistake regarding the land in Wudgaum, the correct amount of which, as given by the Duftur accounts, and by the Sunud, being $1\frac{3}{4}$ beegas 2 pands.

There is an apparent mistake here; Mr. Turquand evidently means, in addition to the 1 chahoor already inserted.

"By Article VIII. of the Treaty of Surjé Anjungaum, Sindia's reserved claims in Purguna Parnair are only two villages, the names of which, shown by the Duftur, are Kurdegaum and Taribaz, consequently the claim under notice is clearly exclusive of the Treaty.

"Sindia's agents may possibly claim, in the Ahmednuggur Zilla and elsewhere, other Inams, exclusive of the Treaty; and as a decision in the present case would then become a precedent, a postponed decision that would dispose of all the claims simultaneously might, perhaps, be expedient, in the ratio that there might be just grounds for compromise; otherwise, the advantages are likely to be those of Irish reciprocity, or all on one side."

Section VIII. of para. 45.—From the above it will be observed that the grant was made, as alleged by the Peshwa, to Sindia as a private individual, and in perpetuity; and, therefore, under the liberal views of Government, recorded in paragraph 13 of their letter No. 5536 of 16th September 1848, should be restored to him to the extent of the Sunud.

Section IX. of para. 45.—The following comparative statement, furnished by Mr. Turquand, show the districts in which the Durbar had surreptitiously enjoyed an excess of $2\frac{1}{4}$ chahoors, $19\frac{3}{4}$ beegas, and $0\frac{3}{4}$ pand, as explained in that gentleman's report, which excess, I presume, will be withheld, and the restoration simply admitted to the extent of the original grant, as authorised in the Sunud. Correcting the mistake in Wudgaum, referred to by the Superintendent of the Poona Duftur, the restoration would, therefore, embrace chahoors 5 and beegas $3\frac{1}{2}$, as below:—

Comparative Statement.

No.	Names of Villages.	Total Land held by Sindia.			Land granted to him by the Sunud.			Land surreptitiously enjoyed.		
		Chrs.	Bgs.	Pds.	Chrs.	Bgs.	Pds.	Chrs.	Bgs.	Pds.
1	Moujé Bhalownee	2	14	$4\frac{3}{4}$	1	0	$2\frac{1}{2}$	1	14	$2\frac{1}{4}$
2	„ Wudgaum	$0\frac{1}{4}$	23	1	1	$1\frac{3}{4}$	2	$0\frac{1}{4}$	21	4
3	„ Bhadgaum	$0\frac{1}{2}$	10	1	$0\frac{1}{2}$	0	4	0	$9\frac{3}{4}$	2
4	„ Padlee	$1\frac{1}{4}$	$2\frac{1}{4}$	4	1	$0\frac{1}{4}$	$0\frac{1}{2}$	$0\frac{1}{2}$	2	$3\frac{1}{2}$
5	„ Kalkoop	1	$21\frac{1}{2}$	0	1	0	0	0	$21\frac{1}{2}$	0
6	„ Saroleh	$0\frac{3}{4}$	12	0	$0\frac{1}{2}$	1	1	$0\frac{1}{4}$	$10\frac{3}{4}$	4
	Total.....	$7\frac{1}{4}$	$23\frac{1}{4}$	$0\frac{3}{4}$	5	$3\frac{1}{2}$	0	$2\frac{1}{4}$	$19\frac{3}{4}$	$0\frac{3}{4}$

46. *Section I.*—The claims of the Durbar to restitution, therefore, as set forth in Wittul Bugwunt's protest, recorded in paragraph 40, would appear to stand thus.

	Government Orders.
1*st Claim.*—1st village, Koregaum, of Purguna Ranjungaum, explained in paragraph 41.	Durbar claim admitted.
As connected with the above, Khandgaum, of Purguna Sewgaum, explained in para. 41.	Durbar claim rejected.
2nd village, Khokur Muhoo, of Purguna Manore, explained in paragraph 42.	Decision required.
3rd village, Esapoor, Mujré of Waloonj, Purguna Pandè Pérgaum, explained in para. 43.	Decision required.
2*nd Claim.*—The Babtees and Surdeshmookees in Deypoor, and the British half of Purguna Sewgaum, explained in paragraph 44.	Durbar claim rejected.
3*rd Claim.*—The Inamee lands of six villages in Purguna Parnair, explained in paragraph 45.	Apparently conceded as an act of liberality to the extent of the original Sunud, viz. 5 chahoors and 3¼ beegas. Final orders required.

To the above may be added, as part of the "2nd claim,"—

1*st Item.**—The Babtees and Surdeshmookees in Sindia's half of Purgunà Sewgaum, explained in paragraph 44.	Apparently conceded as an act of liberality. Final orders required.
4*th Item.**—One-third the Surdeshmookee of the Purguna of Umber.	The right of Government established, and if, as remarked in paragraph 44, the resumption has hitherto been overlooked, the final orders of Government should be solicited.

Section II. of para. 46.—While on the subject of these Umuls, it would seem necessary to remark upon that small item, which, although apparently lost sight of by Wittul Bugwunt in his protest, *should* form part of the Durbar claims; inasmuch as the attention of Government was directed to it, both by Sir R. Shakespear and the Durbar (vide paragraph 38 of this report, Section II.) at the time of the transmission of the Chor Chittees of 1845; and it would, therefore, be desirable to dispose of the matter simultaneously with the other claims, that no vexatious revival thereof may occur. It would appear that in accordance with Government letter dated 29th December 1842,

* Recorded in paragraph 9 of this report; excepting, however, such villages of Sindia's "half of Sewgaum" *as have since passed, or may hereafter pass,* into the hands of the British.

seven villages of Sindia's half of the Purguna of Sewgaum were received from His Highness, in exchange for the village of Samp, the Babtee and Surdeshmookee of which said seven villages, the Durbar remark, should remain with them. These seven villages formed part of Sindia's reserved half of Sewgaum, the Babtee and Surdeshmookee of which, it has been shown, the British Government deemed it inexpedient to resume, and, therefore, so long as these villages remained to him, such items of revenue were his undoubted right; but as these villages, under the terms of the exchange, passed into the hands of this Government in 1842 (Sir R. Shakespear's letter No. 477 of 23rd September 1845, paragraphs 7 and 10), and formed an integral portion of the British possessions in Sewgaum, from that date they were included in the list of villages, the Babtees, Surdeshmookees, &c. of which the Durbar were called upon to relinquish in 1845, and which, under protest, they resigned accordingly.

Section III. of para. 46.—The validity, therefore, of the Durbar's claim to the restitution of the Babtees, and seven villages, does not appear in any more favourable light than that to similar items of revenue from the other British villages in Sewgaum, which has already been negatived.

47. *Section I.*—Having thus disposed of the Durbar's present clams, it would seem only necessary now, in conclusion, to form some classification of the present possessions of Sindia; and also to define the exact meaning of Article V. of the Treaty, with a view to establishing a principle, under the sanction of Government, for the more easy adjudication of any cases in connection with this subject which may hereafter arise for investigation.

Section II. of para. 47.—It must be remembered that, on the final overthrow of Dowlutrao Sindia, the British Government, with a view to bringing His Highness the sooner to terms, placed under *nominal* attachment his entire possessions, and it was only when "assured that his compliance was the only means of averting the entire conquest of his territories" that he submitted to the terms of his conquerors. This timely submission, therefore, of Dowlutrao Sindia, averted the total loss of his dominions; and although he was never virtually dispossessed, yet the nominal attachment placed upon his territories generally, by the British Government, may explain the sentence "shall be restored" used immediately following the list of reservations in Article VIII.

Section III. of para. 47.—On the framing of the Treaty at Surjé Anjungaum on 30th December 1803, Sindia, after ceding his entire territories south of the Ajunta Range under Article IV., and renouncing for ever all rights and interest therein by Article V., appears to have thrown himself upon the generosity of his conquerors in petitioning to be allowed to retain certain lands and villages, which "*having descended in the family from generation to generation*" (extract translation of the original Persian), had become old hereditary possessions.

Section IV. of para. 47.—The British Government, therefore, in perfect reliance upon the good faith of this assertion, conceded lands and villages as

specified in Article VIII. The classification, therefore, of Sindia's present possessions in the Deccan, may be made as follows:—

1st.—His present possessions, whether connected or unconnected with sovereignty, not specifically reserved by Article VIII. of the Treaty.

These may be either,—

I.—Original, or of a date prior to the accession of the Peshwa.

II.—Modern, or subsequent thereto; either of these two subdivisions being again susceptible of division into those which at the date of the Treaty were "authorisedly" and "unauthorisedly" in the possession of the family, or not obtained till afterwards.

2nd.—His present possessions, whether connected or unconnected with sovereignty, *specifically reserved* by Article VIII., under Sindia's good faith, pledged to the British Government, that they were old hereditary possessions, "*descended in the family from generation to generation.*"

These may be subdivided into,—

I.—Those which fulfil the stipulations of Article VIII.

II.—Those which do not.

Section V. of para. 47.—With regard to the 1st Class, it would scarcely seem possible, after the voluminous correspondence on the subject, and the consequent scrutiny into the tenure of Sindia's unreserved possessions, which resulted in the resumptions of 1828 and 1845, that any holdings of considerable extent belonging to this class could still be in existence. If, however, any such should have inadvertently escaped notice, and hereafter come to light, they would of course be liable to immediate attachment.

Section VI. of para. 47.—In regard to the subdivisions of this class, which (as it is presumed all the larger unreserved holdings have been resumed) must be considered chiefly to embrace petty Inams, Wutuns, and Huks of different kinds of a private nature, I am of opinion that their future recognition would depend upon the construction Government are pleased to place upon the tenor of the Treaty generally, or, perhaps, upon the wording of Article V. in particular, as to whether the renunciations therein contained embrace every petty Huk and interest of Sindia as a Patel and private individual, or merely those of a Sirdar or prince. Mr. Spooner and his predecessors were evidently of opinion that Article V. contained a complete abandonment by Sindia of Huks of every denomination south of the Ajunta Range, as well those of a private individual as of a Sirdar or prince,—in fact, that nothing of any description remained to him, beyond the reservations of Article VIII. The correspondence on this point generally, however, leads me to the conclusion that the renunciations by Sindia were merely those of a Sirdar or prince, and that it was not the wish or intention of the British Government to deprive him of any petty possession, held as a private individual, under the same tenure and terms as any other Wutundar in the Deccan.

Section VII. of para. 47.—This would also appear to be the construction placed upon the general tenor of the Treaty by the successive Residents at the

Gwalior Court throughout their correspondence, and, indeed, it may fairly be presumed to be the impression of Government, judging from the consideration it has been pleased to accord to the Durbar's claim to the restitution of the Inamee lands in Purguna Parnair, the only instance of a petty claim of a private nature submitted for the decision of Government throughout the entire correspondence.

Section VIII. of para. 47.—With regard to Subdivision I. of Class 2, there can be no doubt of their authorised nature; and it is only in reference to Subdivision II. that I would beg to direct attention. It may be argued that as the lands and villages coming under this head were specifically reserved by Article VIII., and the error not discovered *at the time,* it would involve a breach of faith to interfere with them *now;* yet, on the other hand, it may doubtless be urged, that although these concessions were made in perfect reliance upon the good faith of Dowlutrao Sindia, pledged to the British Government, that they fulfilled to the letter certain stipulations, they are nevertheless capable of proof to the contrary. That reasonable ground exists for supposing that a portion of Sindia's *specifically reserved* possessions do not fulfil to the letter the stipulations under which they were conceded by the British Government, a reference to the Superintendent of the Poona Duftur's letter No. 78 of the 4th May 1850 (with its several enclosures), to the address of the Revenue Commissioner Southern Division, and Mr. Spooner's reply thereto, No. 1358 of 17th June following, contained in paragraphs from 1 to 6 inclusive, will clearly show; though how far Government may consider it expedient to acquiesce in the arguments adduced by those gentlemen, for and against resumption of this description of holdings, is a point which requires decision; for although paragraphs 13 and 15 of this report contain generally the sentiments of Government that that portion only of the reservations of Article VIII. should be respected, in "enjoyment" or "possession" of which Sindia was at the date of the Treaty, yet, in the adjudication of cases coming under this subdivision, as well as that subdivision of Class 1 wherein the "*unauthorised*" nature of the tenure at the date of the Treaty is susceptible of proof, it would be very necessary to ascertain the exact meaning intended to be conveyed by Government in the application of the words "*possession*" and "*enjoyment,*"—whether they be intended simply to denote tenure at the date of the Treaty, without reference to its terms previously or in what manner obtained, or whether to imply "*actual authorised*" and *valid title,* acknowledged by the existing ruling power at the different periods of its descent down to the date of the Treaty.

(Signed) A. T. ETHERIDGE,
Assistant Inam Commissioner.

November 23rd, 1852.

No. 1497 of 1853.

Territorial Department, Revenue.

To J. P. Grant, Esq.,
Secretary to the Government of India.

Sir,—With reference to former correspondence relative to Sindia's title to possessions in the Deccan, I have been ordered by His Lordship in Council to request you will place before the Government of India the accompanying papers, viz :—

No. 1.—Compilation sent to Mr. Hart, Inam Commissioner, under date 1st July 1851, No. 6827.

No. 2.—Ditto sent to the same officer under date 15th July 1851, No. 7287.

No. 3.—Report from Mr. Hart, dated 11th December 1852, No. 1432, with accompaniments.

No. 4.—Copy of a letter from Mr. Hart, No. 1559 dated 10th January 1853.

No. 5.—Ditto ditto, No. 1621* dated 19th January 1853, from ditto.

2. Several of the papers in the compilation entered above as No. 1 are already on the records of your Government; but they are sent in a complete form for easy reference, and His Lordship in Council has desired me to request that compilations 1 and 2 may be returned to Bombay, as they belong to the Office of the Inam Commissioner.

3. His Lordship in Council considers that the facts and merits of the claims have been placed in a sufficiently clear light by Lieutenant Etheridge and Mr. Hart in the papers entered as No. 3 in the list.

4. The establishment of the Inam Commission having provided a series of Courts vested with original and appellate jurisdiction, the whole of Syajeerao Sindia's claims in the Deccan, whether to restitution of what has been resumed, or to the retention of what is still enjoyed, should, His Lordship in Council is of opinion, be made over for regular trial by that Commission; any present arrangement being made contingent on final adjudication, as recommended by Mr. Hart in his 3rd paragraph.

See Act XI. of 1852.

5. Government approve, in so far as they can at present judge, of the principles for a general adjudication of Sindia's title which are submitted in paragraphs 5 to 28 of Mr. Hart's letter of 11th December 1852, No. 1432; but they may see reason to modify this opinion as regards particular cases coming before them on appeal.

6. In their letter of 28th January 1835, the Government of India have

* Copy of the paper referred to by Mr. Hart was forwarded to the Government of Bengal with a letter from this Government, No. 160 dated 7th February 1824, in the Political Department.

expressed an opinion that Sindia and Holkar are not entitled to greater privileges or consideration with regard to their possessions in the Deccan than ordinary persons holding lands &c. on similar tenures, and in this view of the case the claims might be disposed of as above, without reference to your Government; but as Sindia's claims in the Deccan have already been the subject of references between the Governments of India and Bombay, and as the provisions of a Treaty made with Sindia as a sovereign prince are concerned, His Lordship in Council considers it advisable to defer acting on this opinion until favoured with the directions of the Most Noble the Governor General of India in Council.

7. His Lordship the Governor in Council has desired me to solicit the favour of a careful perusal of Mr. Hart's letter of 11th December, No. 1432, and its accompanying report from Lieutenant Etheridge, as also of the late Revenue Commissioner's letter of 7th April 1851, No. 1729, and its accompaniments, referred to in the 14th and sequent paragraphs of Mr. Hart's letter.

8. The Governor in Council has also ordered me to urge on the Government of India that it is very desirable a reply should be received at an early date, so that the long discussed subject may be finally disposed of whilst officers acquainted with its merits are in a position to complete the necessary investigation and trial.

I have the honour to be, &c.

(Signed) H. E. GOLDSMID,
Secretary to Government.

Bombay Castle, 10th March 1853.

No. 2007.

FOREIGN DEPARTMENT.

From C. ALLEN, Esq.,
Officiating Secretary to the Government of India,

To H. E. GOLDSMID, Esq.,
Secretary to the Government of Bombay.

Dated Fort William, the 29th April 1853.

SIR,—I am directed by the Governor General in Council to acknowledge the receipt of your despatch dated the 10th ultimo, No. 1497, to the address of the Secretary to the Government of India in the Home Department, forwarding a lengthened correspondence, and requesting an early reply on the question of Sindia's title to certain possessions in the Deccan; and, in reply, to acquaint you that His Lordship in Council has reviewed the subject, but before pronouncing a final opinion he has thought it necessary to refer the points on which a decision is called for to the Agent to the Governor General for the affairs of Sindia's Dominions, for his opinion.

I have the honour to be, &c.

(Signed) C. ALLEN,
Offg. Secy. to the Govt. of India.

Fort William, the 29th April 1853.

No. 2836.

FOREIGN DEPARTMENT.

From J. P. GRANT, Esq.,
Officiating Secretary to the Government of India,

To H. E. GOLDSMID, Esq.,
Secretary to the Government of Bombay.

Dated Fort William, 24th June 1853.

SIR,—In continuation of the letter dated the 29th of April last, No. 2007, relative to Sindia's rights in the Deccan under the Treaty of 1803, I am directed by the Governor General in Council to transmit to you the accompanying copy of a despatch, No. 52 dated 12th May, from the Agent to the Governor General for the affairs of Sindia's Dominions, on that subject, and to request the consideration by the Right Honorable the Governor in Council of the points therein discussed by Mr. Bushby.

I have the honour to be, &c.

(Signed) J. P. GRANT,
Officiating Secretary to the Government of India.

Fort William, the 24th June 1853.

No. 52 OF 1853.

From G. A. BUSHBY, Esq.,
Agent Governor General for Sindia's Dominions,

To C. ALLEN, Esq.,
Officiating Secretary to the Government of India,
Foreign Department, Fort William.

Dated Jhansie, the 12th May 1853.

SIR,—I have the honour to acknowledge the receipt of your letter, No. 2008 dated the 29th ultimo, with the stated accompaniments, relative to Sindia's rights in the Deccan under the Treaty of 1803.

2. The Maharaja Dowlutrao Sindia, by Article IV. of the Treaty of Surjé Anjungaum, ceded to the Honorable Company and their allies all the territories which belonged to him previous to the breaking out of the war, situated to the southward of the hills called the Ajunta Hills. He renounced in Article V., for himself, his heirs and successors, all claim to these territories, and all claims of every description upon the British Government, and their allies the Soubhadar of the Deccan, the Peshwa, and Anundrao Gaekwar. In Article III. the Maharaja ceded to the Honorable Company and their allies, in perpetual sovereignty, the fort of Broach and territory depending thereon, and the fort of Ahmednuggur and territory depending thereon, excepting those

lands which it was agreed by Article VIII. of the Treaty that the Maharaja was to retain.

3. The main purpose of the Treaty was to deprive Sindia of his territories in the countries specified in Articles II. III. and IV. The reservation at the end of Article III., by which the Maharaja ceded to the Honorable Company and their allies, in perpetual sovereignty, the fort of Ahmednuggur and territory depending thereon, "*excepting those lands which it is agreed by Article VIII. of this Treaty that the Maharaja is to retain,*" refers to villages in which he had no rights of sovereignty.

4. They had been "lately taken possession of by the British Government and their allies," and we bound ourselves to restore them to the Maharaja, "provided that no troops shall ever be introduced into those lands and villages under pretence of collecting the revenues, or any other pretence whatever."

5. We were treating with Dowlutrao Sindia, not as Patel of a village, but as prince or chief of a principality. He ceded his sovereignty, and we engaged to respect his family or personal interests in certain lands, villages, &c. in the territories of the Peshwa, Rao Pundit Prudhan. They are generally described in Article VIII., but not with the precision which would have been used if *thereby* it had been intended to grant either more or less in the lands, &c. than the family of Sindia then possessed. For example, we do not find in the list the native village of the prince Patel;* only the designation of certain Purgunas in which, in a certain number of villages, Sindia had an interest, with Purguna Choomargondey, and the villages of Jambgaum and Ranjungaum in the territories of the Peshwa, which we promised to restore to him.

6. It must, therefore, be inferred that only things were relinquished and reserved by the Treaty possessed by Sindia either by virtue of conquest or by grants from the Peshwa, not that the Treaty was to exclude Sindia from all descriptions of property,—family or personal property in land that he enjoyed,—other than in the villages and Purgunas particularised in Article VIII. This appears to me to be a sufficiently rational and practical view of those parts of the Treaty to which you direct my attention.

7. We seem to have no difficulty now in determining what was to be restored according to Article VIII., though we may not choose to recover what may have been already lost by a wrong interpretation of the Treaty that has received the deliberate sanction of our Government, or to open new questions

* Duff, in his History of the Murathas, says:—"All the principal Muratha officers had, as a further means of preserving intercourse and union, particular claims assigned to them on portions of revenue, or on whole villages in the districts of each other. The greatest Muratha commanders, or their principal Brahmin agents, were eager to possess their native village; but, although vested with the control, they were proud to acknowledge themselves of the family of the Patel or Koolkurnee; and if heirs of a Miras field, they would sooner have lost wealth and rank than been dispossessed of such Wutun or inheritance. Yet, on obtaining the absolute sovereignty, they never assumed an authority in the interior village concerns, beyond the rights and privileges acquired by birth or purchase, according to the invariable rules of the country."—Page 461, Vol. I.

with the Durbar, or to suggest new principles of settlement where we have, virtually, by our own past decisions or our own past conduct, declared our sense of the compact concluded.

8. In every other respect, that is to say in respect to all claims not guaranteed by Article VIII., we may treat them, though preferred by Sindia, exactly as we would treat them if they were preferred by private individuals.

9. It may be here remarked, in confirmation of my notion that Dowlutrao Sindia was only transferring his rights of sovereignty, that in the Partition Treaties (1804) with His Highness the Soubhadar of the Deccan and His Highness the Peshwa, the cessions referred to are termed cessions and possessions " in perpetual sovereignty"; and in neither the Treaty with the Soubhadar nor in that with the Peshwa is there one word mentioned of the rights reserved to Sindia by Article III. or Article VIII. of the Treaty of Surjé Anjungaum, though, as Lieutenant Etheridge, Assistant Inam Commissioner, shows in paragraph 3 of his report to Mr. Commissioner Hart, and other parts of his paper, some of the villages are situated in the Nizam's, some in the late Peshwa's country, and some in Sattara. This circumstance may, I think, further indicate as well what we meant to do as what we did not mean to do by Article VIII. We simply guaranteed the restitution of the properties enumerated in Article VIII., without prejudice to any other grants or possessions which Dowlutrao Sindia might hold in Jagheer, Surinjam, or other tenure, or any rights which he might have as a village Patel, or any perquisites which he might enjoy from the former revenues of the Muratha Empire, such as the Babtees and Surdeshmookees to which you allude in paragraph 13 of your letter.

10. Moreover, this construction agrees in a great measure with what I understand in the 29th paragraph of Lieutenant Etheridge's report to have been the opinion expressed by the Court of Directors in their despatch of the 28th January 1835, on the subject of the jurisdiction exercised by Sindia and Holkar in their Deccan villages by the forbearance of the supreme authority. It is obviously, therefore, needful to keep constantly before us in the present discussion the broad distinction between the right of jurisdiction vested in the supreme or sovereign authority, and the right of Sindia, whether as proprietor of Wutundaree estates or as grantee in the enjoyment of particular portions of the public revenue, hereditary or otherwise, with or without condition of service, &c.,—the right, in short, which I argue was reserved by Article VIII. of the Treaty of Surjé Anjungaum in the Inams there referred to, and in all similar possessions and privileges of Sindia not ceded by that instrument, though they were not specially reserved.

11. The possessions and rights of the head of the Sindia family are of two descriptions,—one based on the Treaty of 1803, the other on his claims as an hereditary Wutundar of the Peshwa.

In regard to the first, he is a sovereign prince, holding lands, &c. ceded to his ancestors by the British Government and their allies. No proceeding of

the Bombay Government or Inam Commissioners can affect these. They can alone be disposed of by means of negotiation between the British Government and Sindia. The term "authorised," as applied by Mr. Commissioner Hart to Sindia's right of possession to these lands, and the proposal that they should now be considered to be held on the same tenures as those on which they were granted by the Peshwa, are, in my opinion, inappropriate.

With these tenures we have nothing to do: we allowed Sindia to cede them to us as sovereign possessor, and in virtue of the same power we ceded a portion of them back; this closed all connection between Sindia and the Peshwa in as far as these districts were concerned; they were thenceforward possessions of the Sindia family, and duly "authorised." It would be a breach of faith were we to allow the question even to be mooted. From the condition of slipper-holders, the family had risen to sovereignty, and, as they rose, probably retained in their own hands lands granted for military service without performing the duties attached thereto. The Peshwa and the British Government, in Treaty with Sindia, allowed him to dispose of these lands, as well as Ahmednuggur, Broach, and others, as sovereign possessions; and as we gave them back in this wise, the question as to the original tenures on which they were held appears to me to be now inadmissible.

In regard to Sindia's claims as a private Wutundar, the Bombay Government are perfectly at liberty to dispose of them as they would those of any other Wutundar.

12. Under all the circumstances of this very complicated question, I am inclined respectfully to deprecate all further agitation of the subject, and to abstain from any resumptions whatever from Sindia of the possessions which he still retains in the Deccan. The few trifling corrections of error and procedure suggested in paragraphs 40, 41, and 43 of Lieutenant Etheridge's report are clearly demanded by justice, and should be made without loss of time.

13. I see no sufficient cause for concerning ourselves especially about the village of Khokur Muhoo (paragraph 42), or for any extra-judicial interference with the claims of the adopted son of the Gooroo grantee and alleged mortgagee. When the Government relinquishes its doubtful title,—which I am disposed to consider the preferable mode of terminating the point in dispute with the Durbar of Sindia,—the ordinary tribunal or civil court will probably have a legitimate jurisdiction in the remaining question.

14. The Babtees and Surdeshmookees (paragraph 44) I would leave entirely as they are, without claim on either side, now or hereafter. It is impossible to say what was the intention of the British Government; and so far from it being certain, as Lieutenant Etheridge supposes in Section V. of paragraph 44 of his report, that Sindia was not to be left in possession of one-third of his Surdeshmookee in the Nizam's Purguna of Umber or Ambud, of the resumption of which Lieutenant Etheridge could discover no trace, I beg to remind you that only last year Mr. Commissioner Ellis awarded to Sindia an

annual compensation for his Surdeshmookee Huks in the said Purguna, payable by the Nizam. (See Sir Henry Elliot's letter No. 82 dated 7th January 1852, and Governor General's Agent's letter No. 37 dated 15th March 1852, &c.)

15. On the subject of paragraph 15 of your letter, I am of opinion that it is too late to bring forward Mr. Commissioner Hart's new argument. No investigation or reservation was understood at the time, and none can be applied now. The mistake or discrepancy between the Persian and Murathee and English versions of the Treaty is made too much of. No condition or qualification of hereditary incumbency has heretofore been required. I would act in respect to the grants or possessions in question as argued at the end of your 14th paragraph, and let byegones be byegones.

16. Adopting the views which I have here taken the liberty to advocate, and which I submit with deference, for they do not always accord with the sentiments which I find recorded in quarters which command my highest respect, I meet Lieutenant Etheridge at Section I. of the 46th paragraph of his report with the following suggestions:—

1*st*.—Claims on Wittul Bugwunt's protest to be admitted in regard to Koregaum, but rejected in regard to Koondgaum (a special case). The village of Khokur Muhoo to be relinquished; also the village of Esapoor, as the Mujré or Dakilee of Waloonj.

2*nd Claim*.—The Babtees or Surdeshmookees in Deypoor and the British half of Purguna Sewgaum. The Durbar claim to be rejected.

3*rd Claim*.—The Durbar claim to be admitted entire. The first item in part of the 2nd claim—the Babtees and Surdeshmookees in Sindia's half of Purguna Sewgaum—to be conceded in full. The fourth item, one-third of the Surdeshmookee of the Nizam's Purguna of Umber or Ambud, already finally disposed of. (See paragraph 14 of this letter.)

17. The argument of Lieutenant Etheridge in Section II. of paragraph 46 of his report, respecting the seven villages of Sindia's half of the Purguna of Sewgaum exchanged with us for Samp, is, in my opinion, sound. The Babtee and Surdeshmookee must be deemed to have gone with the villages.

I have the honour to be, &c.

(Signed) G. A. Bushby,
Agent Governor General.

Gwalior Agency Office, Jhansie, the 12*th May* 1853.

(True copy)

(Signed) J. P. Grant,
Officiating Secretary to the Government of India.

No. 4396 of 1853.

Territorial Department, Revenue.

To the Inam Commissioner.

Copy of the Resolution passed by Government under date 30th July 1853, on a Letter from the Officiating Secretary to the Government of India, No. 2836 dated the 24th June 1853, with accompaniment, relative to Sindia's title to possessions in the Deccan under the Treaty of 1803.

This should be referred to the Inam Commissioner.

2. As Mr. Hart consulted Captain Cowper on several points before submitting his reports on Sindia's claims, His Lordship in Council wishes Mr. Manson, in the first instance, to refer the present papers to that officer.

(Signed) A. Malet,
Chief Secretary to Government.

No. 3770.

From C. J. Manson, Esq.,
Inam Commissioner,

To H. E. Goldsmid, Esq.,
Officiating Chief Secretary to Government.

Dated Poona, 29th August 1854.

Sir,—With reference to the Government Resolution No. 4396 dated 30th July 1853, on a letter from the Officiating Secretary to the Government of India, No. 2836 dated 24th June 1853, with accompaniments, relative to Sindia's title to possessions in the Deccan under the Treaty of 1803, I have the honour to report that, in accordance with its 2nd paragraph, I referred the papers to my Assistant, Captain Cowper, and now beg to hand up his masterly statement of the case, as contained in the annexed letter, No. 361 dated 4th July 1854.

2. With the above report, any observations or explanations from me would be superfluous. I shall therefore merely remark that, after an attentive consideration of the past transactions, and viewing the evasive conduct throughout of Sindia's Durbar, it seems only fit and proper that Government should now enforce the provisions of Article VIII. of the Treaty to the very letter, just as if it had been ratified but yesterday; since the letter of that Article accords strictly with the intentions of the contracting powers, as evidenced by the English minutes of the conferences which were held before the Treaty was finally settled.

I have the honour to be, &c.

(Signed) C. J. Manson,
Inam Commissioner.

No. 361 OF 1854.

From Captain T. A. COWPER,
Assistant Inam Commissioner,

To C. J. MANSON, Esq.,
Inam Commissioner.

Dated Poona, 4th July 1854.

SIR,—I have the honour, under the instructions noted in the margin, to report upon the holdings in the Deccan which, though still in the possession of His Highness Sindia, appear, under the Treaty of Surjé Anjungaum, to belong to the British Government.

Government Resolution in the Revenue Department, No. 4396 of the 30th July 1853, copy of which accompanied the Inam Commissioner's letter No. 2331 of the 5th August following.

2. The question eventually to be decided by the Government of India I understand to be whether these claims ought, and are to be adjudicated according to the letter or the spirit of the Treaty, or according to both, or according to neither.

3. The Treaty of Surjé Anjungaum was concluded with Dowlutrao Sindia on the 30th December 1803, and Articles III. IV. V. and VIII., which are below quoted (from the published book of Treaties compiled by order of Government) provided for certain cessions to be made by Sindia :—

"ARTICLE III.

"The Maharaja likewise cedes to the Honorable Company and their allies, in perpetual sovereignty, the fort of Broach and territory depending thereon, and the fort of Ahmednuggur and territory depending thereon, excepting those lands which it is agreed by Article VIII. of this Treaty that the Maharaja is to retain.

"ARTICLE IV.

"The Maharaja likewise cedes to the Honorable Company and their allies all the territories which belonged to him previous to the breaking out of the war which are situated to the southward of the hills called the Ajunta Hills, including the fort and district of Jalnapoor, the town and district of Gaudapoor, and all other districts between that range of hills and the river Godavery.

"ARTICLE V.

"The Maharaja Alija Dowlutrao Sindia, for himself, his heirs and successors, hereby renounces all claim to the forts, territories, rights, and interests ceded by Articles II. III. and IV., and all claims of every description upon the British Government and their allies, the Soubhadar of the Deccan, the Peshwa, and Anundrao Gaekwar."

"ARTICLE VIII.

"Whereas, the Maharaja Dowlutrao Sindia has represented that his family

have long held in Inam certain lands, villages, &c. in the territories of Ra Pundit Prudhan, viz.—

Chamargondey Purguna,
Jambgaum,
Ranjungaum,
Half of Sewgaum Purguna,
Six villages in Umber Purguna,
Five villages in Pytun Purguna,
Five villages in Newaseh Purguna,
Five villages in Kural Purguna,
Six villages in Poona Purguna,
Two villages in Waee Purguna,
Six villages in Patoda Purguna,
Five villages in Pandè Pérgaum Purguna,
Five villages in Pagood Purguna,
Two villages in Parnair Purguna,

which have been lately taken possession of by the British Government and their allies, it is agreed that those lands and villages shall be restored to him, provided that no troops shall ever be introduced into those lands and villages under pretence of collecting the revenue, or any other pretence whatever."

4. In this case it must be of the greatest importance to determine the intentions of the contracting parties, and the means of doing so with certainty and precision have been fortunately found in the minutes of the conferences at which the provisions of the Treaty were discussed and determined.

5. These conferences took place between the late Duke of Wellington (then Major General Wellesley) and Dowlutrao Sindia's Vakeels, either the Honorable Mr. Elphinstone or Sir (then Major) J. Malcolm (both afterwards Governors of Bombay) being generally present.

6. The following are extracts from the minutes of the conference held on the 11th December 1803, at which Mr. Elphinstone was present :—

"The Vakeels then adverted to the demand of Ahmednuggur. They gave up the fort without much difficulty, but they insisted upon keeping the territories depending upon it, or rather those territories of which the British Government had taken possession. They said that these were the ancient family lands of Sindia, and that he never could consent to give them up.

"The Vakeels said that these lands were not Jagheer, but were Inam; that Sindia kept no troops in them ; and that there could, consequently, be no disputes or plunder, such as Major General Wellesley apprehended. They said that these lands were the family estate of Sindia, and he never could consent to part with them."

7. The next extracts are from the minutes of conference of the 26th of the same month, at which Major Malcolm was present:—

"Major General Wellesley said that when conversing with Gorpura upon

a former occasion upon the subject of the terms of the peace, Gorpura had expressed the great desire of the Maharaja to retain districts and villages in Ahmednuggur, to which Major General Wellesley had objected. He wished now to know whether the Maharaja was determined upon this point.

"In reply, the Vakeels explained that these lands were, in fact, the Inam lands or family estate of the Maharaja, and that he was very desirous to retain them."

"In reply, the Vakeels urged that these were Inam lands, respecting which there never had been, and never could be, any question; and they said they were willing to leave the decision of the point to the Ministers of the Nizam or of the Peshwa.

"Major General Wellesley said that he knew these lands were Inam, but the point was the Murathas were in the habit of urging and establishing their claims to benefits of this description at the head of large armies, which were thus introduced into the heart of the territories of the Company's allies. Major General Wellesley said that, at all events, he insisted upon it that no armed force should ever be introduced into their territories on any pretence whatever.

"After a long dispute upon this point, in the course of which the Vakeels repeatedly declared their readiness to appeal to the Peshwa's or the Nizam's Ministers, and the fear of the Maharaja that he should be disgraced by this cession, Major General Wellesley at last agreed that they should have Chamargondey, &c. &c., provided that no armed men were ever to be introduced in those parts, whether with a view to the collection of the revenue, or under any pretence whatever.

"The Vakeel said that the Maharaja possessed those districts also to the northward of Jeypore, Joudpoor, and Gohud, which had been given in Inam to his family by the Kings of Hindoostan, and were not included in the Dufturs. Their names were Wholepoor, Banee, and Raja Kerrah.

"Major General Wellesley replied that those also should remain to him in Inam under the Company's protection, on the same conditions as the Inam lands about Ahmednuggur."

8. On the 28th of the same month, Major Malcolm being present, a conference took place, from the minutes of which the following are extracts:—

"Upon the perusal of Article VIII. the Vakeels said that there were other villages which had belonged to Sindia, which they were desirous to possess, the names of which, and of the Purgunas in which they were situated, they had forgotten.

"Major General Wellesley said that there was no intention to deprive Sindia of his personal property, but that it was impossible to enter in a Treaty anything so indefinite as the claim just stated; he said, however, that he had no objection to write them a letter, in which he should engage to

them that they should have the villages in question, provided they were really Sindia's private property, and provided all the stipulations of Article VIII. were carried into execution respecting them, as well as respecting the villages named in the Treaty."

9. The foregoing (paragraphs 3 to 8) proves, I think conclusively, that Major General Wellesley consented to leave with Sindia nothing whatever but Inam holdings, and that everything thus asked for on Sindia's account was distinctly and emphatically stated to be of this description,—"These lands were (General Wellesley was informed) not Jagheer, but were Inam."

10. General Wellesley, in his despatch of the 30th December 1803 to the Governor General, fully recapitulated the circumstances under which the Deccan possessions had been left with Sindia. The following is the passage to which I refer; it clearly shows the unwillingness which there was to leave any Deccan lands whatever in Sindia's possession, and it shows just as clearly that what were thus left he was allowed to retain only on the faith of the assertion that they were "really his family property":—

"The territories restored in the neighbourhood of Ahmednuggur are the ancient family lands of Sindia, and your excellency will perceive in the minutes of the conferences, which will be sent as soon as they can be copied, the great anxiety to retain their lands. They have been restored, therefore, under a particular stipulation that no armed men are ever to be kept in them.

"I did everything in my power to retain the lands of which I took possession upon the capture of Ahmednuggur, as I wished to exclude Sindia entirely from the Deccan; but as the lands are really his family property, to have kept them would have occasioned a personal inconvenience which your excellency would have been desirous to remove, and the restoration of them is accompanied by a stipulation which I hope will prevent the bad consequences attending his having any lands in those countries."

11. It is, I believe, a fact that General Wellesley was in a position to dictate his own terms; indeed, the following extract from the minutes of conference of the 1st December 1803, at which Mr. Elphinstone was present, shows that Sindia's agents admitted such to be the case:—

"In the course of the conversation which followed, and, indeed, frequently during this day's conference, the Vakeels declared that Dowlutrao Sindia was absolutely reduced by necessity to make any peace the British Government chose. This declaration appears also in his own letters."

12. The provisions of the Treaty of Surjé Anjungaum which affected these Deccan possessions remained in force up to the fall of the Peshwa in 1817. In Article I. of the Treaty of the 22nd November 1805 this was provided for, and again, *after* the breaking out of the war with the Peshwa, in Article XI of the Treaty of the 5th November 1817, below quoted.

"Such parts of the Treaty of Surjé Anjungaum, and of the Treaty concluded on the 22nd of November 1805, as are not affected by the provisions of the present engagement, remain in full force, and are mutually binding on the contracting parties."

13. At the conquest of the Deccan, then, Sindia was entitled to hold in it that which he could claim under the Treaty of Surjé Anjungaum, and nothing more.

14. At the end of the war, when the alienated holdings throughout the country became the subject of inquiry and settlement, it was necessary to ascertain the legitimate extent of Sindia's Deccan possessions, and for this purpose endeavours were made to obtain the required information from the Gwalior Durbar, but without success, as reported by the Resident on the 13th January 1820 to the Government of India in the following terms:—

"I have had the honour to receive your letter of the 16th October last. Previously to the receipt of that letter I had made repeated applications to this Durbar for a list of Sindia's villages in the Poona territory, but hitherto the documents which have been handed to me on this subject are so confused and irreconcilable to the Treaty of Surjé Anjungaum that I have been obliged to return them. The Durbar has long promised to give a more accurate statement, but in the mean time I would beg leave to suggest that the Commissioner at Poona should be directed to resume any villages to which the right of this Government may appear doubtful. Unless some measure of this kind is adopted, it is impossible to say how long this Durbar will postpone giving in the statement required."

15. Consequent upon this report the Government of India requested (Political Secretary's letter of the 9th February 1820) that of Bombay "to resume all villages occupied by Sindia's people to which his right may appear doubtful."

16. The first thing to be done was to ascertain what Sindia actually held; and this was found to be a matter of no slight difficulty, owing to the intermixture not merely of villages, but of rights in the same villages. The obvious evils arising from this at once attracted attention, and the Bombay Government having pointed out to the Government of India (in Mr. Chief Secretary Warden's letter No. 762 of the 13th May 1820) the necessity of endeavouring to effect a mutual exchange, the Resident at Gwalior was "instructed (Mr. Secretary Metcalfe's letter of the 17th June 1820) to ascertain the wishes of Sindia."

17. This was the first attempt made to effect a consolidation of Sindia's Deccan possessions. I shall have occasion again to advert to the discussions which from time to time took place on the subject, but it is well at once to record that nothing whatever has been *done* up to the present day, so that this is one of the questions upon which a decision has now to be passed.

18. The next question brought forward had reference to the right of

sovereignty in the territory ceded by the Treaty of Surjé Anjungaum, and the Bombay Government were informed in Mr. Secretary Metcalfe's letter of the 16th September 1820,—

"His Lordship has no hesitation in determining that our authority be introduced into the villages held by Sindia, and not excepted by the Treaty of Surjé Anjungaum, on the same principle on which the measure was adopted with regard to those held by Holkar."

19. Meanwhile, the Commissioner in the Deccan, Mr. Chaplin, had been instructed to ascertain as far as practicable, and report what Sindia was really entitled to hold in the Deccan under the provisions of the Treaty. This was for some time found a matter of difficulty, which at length, however, Mr. Chaplin reported on the 12th September 1820 to have "fortunately been removed, and in the most satisfactory manner, by the receipt of a list from the Durbar at Gwalior, forwarded to me by Captain Stewart on the 20th February, together with the discovery of three original papers in the handwriting of Bhow Surinjamee, one of the principal Dufturdars of the late Peshwa, which were found in the Duftur here. A comparison of these documents with the Treaty of Surjé Anjungaum, of the result of which I enclose a memorandum (No. 1), has left no doubt in my mind as to the identity of the villages, &c. reserved in Article VIII. of the Treaty."

20. It is not here necessary to detail the arguments brought forward, which proved that Sindia was entitled to hold only the villages and items of revenue enumerated by Mr. Chaplin, and which I am about to specify. It will suffice at present to remark that Sindia had claimed, on one pretext or another, *everything which he had held before the Treaty*, and this, of course, it was impossible that he could have a right to hold.

21. The reservations specified in Article VIII. of the Treaty Mr. Chaplin showed to consist of the whole or portions of the revenue of 151½ villages, valued in the Peshwas' accounts at Rs. 2,51,372-10-0.

22. It is, however, a remarkable circumstance, that even these 151½ villages, though undoubtedly specified in Article VIII. of the Treaty, did not all fulfil the condition upon which alone they had been inserted. Sindia's Agents had assured General Wellesley (see paragraph 6 of this letter) that they "were not Jagheer, but were Inam." But such was not the case, as no less than twenty-one of them had never been granted to, nor held by, Sindia in Inam *at any time*, twenty of them having been granted and held in Jagheer (Surinjam), and one having been only held by Sindia in Komavees,—*i. e.* as manager of the revenue, for which he was responsible to the Peshwa.

23. These twenty-one villages and portions of villages were valued in the accounts of the Peshwas' Government at Rs. 27,512-3-6.

24. The cessions made by Article IV., and not specifically reserved to Sindia by Article VIII. of the Treaty, were shown by Mr. Chaplin to consist of the following items, valued in the Peshwas' accounts at Rs. 3,03,097-7-6.

92¼ villages and portions of villages..... Rs.	2,09,971	13	6
The Babtee and Surdeshmookee of the half of the Sewgaum Purguna reserved to Sindia by the Treaty	30,000	0	0
Ditto ditto of ditto which had belonged to Holkar	23,071	0	0
Ditto ditto of the Purguna of Deypoor	19,741	0	0
One-third of the Babtee and Surdeshmookee of the Purguna of Umber	20,313	10	0
Total.... Rs.	3,03,097	7	6

25. The Bombay Government, with their Chief Secretary's letter No. 1437 of the 23rd September 1820, forwarded to the Government of India Mr. Chaplin's report and the statements, of which an abstract has been afforded in the preceding four paragraphs, and stated,—

"The Honorable the Governor in Council concurs in all Mr. Chaplin's opinions, excepting that of our right to resume the Babtee and Surdeshmookee shares of Sewgaum—a right which seems to the Governor in Council to be doubtful."

26. The Deccan Commissioner was instructed to place himself in communication with the Resident at Sindia's Court on the subject of the right to the Babtee and Surdeshmookee of the Sewgaum Purguna, which was considered questionable, and a long correspondence ensued, which, however, produced no immediate results, but in which Mr. Chaplin upheld his original opinion by arguments which met with the concurrence of the Governments both of India and of Bombay.

27. It was at length determined that Dowlutrao Sindia should be permitted, *during his lifetime*, to hold all the Deccan villages, and other items of revenue of which he had been found in possession at the fall of the Peshwa, and that *until his death* matters should remain just as they had been found by the British Government. It was, however, observed by the Bombay Government, with reference to this concession (in a letter dated the 7th February 1824, addressed to the Government of India), that it was "highly important to guard against any act that might convert Sindia's tenure, by courtesy of the British Government, during his life, of a portion of the British territory, into anything like a possession of right and sovereignty."

28. The Supreme Government, who had already intimated (on the 2nd May 1823) to the Resident at Gwalior the concession which it had been resolved to make during Dowlutrao Sindia's lifetime, thought it proper to repeat to that officer the caution suggested by the Bombay Government, and accordingly informed him in a letter dated the 5th March 1824,—

"The Governor General in Council deems it here proper to repeat distinctly the resolution intimated by the terms of paragraph 5 of the instruc-

tions dated 2nd May, that the British Government, under any result of the present negotiations, waives the exercise of its full rights in the villages collusively retained by Sindia south of the Ajunta Range, *during the lifetime of that Chief only.*"

29. So matters remained until the death of Dowlutrao Sindia on the 21st March 1827. When this occurred, the Government of India determined at once to carry into effect the provisions of the Treaty of Surjé Anjungaum, to resume all that justly belonged to the British Government, and to subject all that might remain to Dowlutrao Sindia's successor to the full exercise of British sovereignty. These instructions were conveyed by the Deputy Secretary in attendance on the Governor General to the Resident at Gwalior on the 9th April 1827, in the following terms :—

" 10. Whatever turn matters may take at Gwalior subsequent to the late melancholy event, and whatever the extent of influence acquired by you over the new administration, as the natural result of the existing posture of affairs, His Lordship observes that the period has clearly now arrived when we may proceed to exercise our rights of scrutiny and resumption under the Treaty of Surjé Anjungaum in regard to Sindia's Deccanee possessions, on the footing explained in former despatches. The views and arguments detailed in those papers have been confirmed and sanctioned by the concurrence of the Honorable the Court of Directors, who have fully recognised our right as originally urged by the Bombay Government, whilst at the same time they approved the resolution to suspend its enforcement during Sindia's life, from motives of delicacy to the late Maharaja personally. You will, therefore, make no secret of the intentions of your Government to proclaim at once its right to the whole of the villages not specifically excepted from the general cession by Article VIII. of the Treaty of Surjé Anjungaum, and to resume such of the remainder as do not appear to be held in Inam, Jagheer, or otherwise by valid titles, leaving such as are confirmed after the scrutiny to Sindia's successor and his dependents, subject to the full exercise of our sovereignty."

30. Dowlutrao's death had been communicated (Resident's letter dated the 21st March 1827) to the Bombay Government, who, with their Chief Secretary's letter No. 479 of the 16th April 1827, forwarded to the Resident " copy of a memorandum which has been drawn up by Mr. John Warden, late First Assistant to the Commissioner in the Deccan, regarding Sindia's territories in that quarter. This memorandum not only places the views of Government in the clearest point, but also the present state of the question pending between it and the Court at Gwalior."

The Bombay Government in the same letter stated,—

" The Governor in Council attaches the greatest consequence to the cession of the territories south of the Ajunta Range, or, at all events, the

complete introduction of our authority as relates to the police customs and other points which affect the neighbourhood."

31. Mr. Warden's memorandum described the following items to be those which the British Government could justly claim:—

"89½ villages claimed by him [His Highness Sindia] under the head of Jambgaum; shares of revenue enjoyed by the late Dowlutrao in 116 villages situated in Sewgaum and Deypoor Purgunas, and the villages of Belloree, Chandgaum, Kundeshwur, and Takee,—this includes the Babtee and Surdeshmookee of half of Sewgaum, of which we got the Jagheer, and consequent supremacy, from Holkar; the third of the amount of the Surdeshmookee of Umber paid to Sindia by the Nizam, according to a stipulation made at the time the British Government ceded the Purguna to that prince." (The Commissioner to the Chief Secretary at Bombay, January 24th, 1824.)

32. These discussions terminated in the following distinct orders of the Government of India, conveyed to the Resident at Gwalior on the 14th March 1828:—

"12. I am, in conclusion, desired to acquaint you that Government cannot consent to any further unnecessary delay in the enforcement of its just rights over those villages and lands of the Sindia family in the Deccan which were not specifically excepted from the general cession by Article VI. of the Treaty of Surjé Anjungaum. Our fixed intention to act up to the declarations which we have so often made on that head has, of course, been fully made known to the Durbur, and Her Highness the Regent ought, therefore, to be prepared for the measures which must now be adopted, and which should, indeed, have been carried into effect immediately upon the Maharaja's demise. Whenever we have resumed what is our undeniable right, the questions may be afterwards separately considered, of the footing on which the Sindia State is entitled to hold its remaining possessions in the Deccan, and whether we shall attempt to obtain the cession of them to the Honorable Company in exchange for lands of equal value in other quarters, for which purpose Purgunas Bairsia and Eastern Shujawulpoor have been suggested as available.

"13. Conformably with the above resolution, you will be pleased formally to call on the Durbar to surrender the lands and villages in the Deccan not specifically reserved to the Sindia family by Article VIII. of the Treaty of Surjé Anjungaum, and you will transmit the orders of of delivery, when received, to the Government of Bombay, to which authority a copy of this despatch will be furnished. The only point which remains to be decided, previous to the complete execution of the above instructions, is the long agitated question of the extent of exemption included under Article VIII. of the Treaty, and more particularly whether the term *Jambgaum* used in the English copy of the Treaty is to be considered

as designating a single village, or whether, according to the Murathee version, it is to be regarded as a *Turuf*, comprehending many.

"14. The late Commissioner in the Deccan, in his despatch dated 12th September 1820, explained very clearly and satisfactorily the particular villages and the extent of rights which the British Government is entitled to resume south of the Ajunta Range; and in Mr. Chaplin's statement the Supreme Government (vide instructions dated the 2nd May 1823) expressed its concurrence, but added that 'our case could not be considered complete until the Durbar of Gwalior should have had an opportunity of stating what it might have to offer in answer to the strong evidence deducible from Bhow Surinjamee's papers, and of explaining distinctly what specific possessions were ceded by Article IV. of the Treaty of Surjé Anjungaum, and what were restored by Article VIII. of that instrument.' That opportunity has been fully afforded to the Court of Gwalior during the discussions which have taken place regarding the Deccan possessions subsequent to the Maharaja's demise, and the substance of its arguments, in answer to Mr. Chaplin's statement, is exhibited in the Resident's despatch dated 30th July last. To avoid the further prosecution of an apparently endless controversy regarding Jambgaum, Major Stewart recommended that we should compromise the matter by adopting a new principle of settlement, to which he thought the Durbar would easily be reconciled, viz. that of confining our resumptions to all grants made subsequent to the time of the Peshwa Mahadeorao Narayen, or, in other words, subsequently to the accession of the late Dowlutrao Sindia. The Right Honorable the Governor General on the 20th August last expressed an opinion in favour of the above compromise, but deferred coming to any final determination until the Government of Bombay should have been consulted. In reply, dated the 8th October last, the Governor in Council of Bombay stated strong and decided objections to the admission of the compromise suggested by Major Stewart. The Chief Secretary's despatch (paragraphs 3 and 4) further contains arguments which, in the judgment of the Governor General in Council, demonstrate conclusively that we are entitled to consider Jambgaum as a single village, and not a Turuf or Talooka, and in this decision the Supreme Government has now to signify its concurrence.

"15. From the foregoing observations it results that in addressing your demand to the Durbar of Gwalior for the cession of that portion of the Deccanee possessions which under the sanction of the home authorities it has been so long determined to resume, as the clear and undoubted right of the British Government by conquest and Treaty, you will be guided by the list and statement contained in Mr. Warden's memorandum transmitted to the Resident by the Chief Secretary to the Government of Bombay on the 16th of April 1827."

33. It will be observed that the Government of India, in the 14th paragraph of the despatch which has just been quoted, overruled a proposal of the

Resident, Major Stewart, to effect a certain compromise, to the admission of which the Bombay Government had "stated strong and decided objections." But there were other objections equally strong, although in all probability unknown to the Governor General, or it is not likely that he would have entertained, even for a moment, the proposal of Major Stewart, which that officer had expressly declared (paragraph 6 of the Resident's despatch of the 30th July 1827) to be based upon the supposition that the reservations to Sindia by the Treaty were "not confined to Inam grants." To me the letter of the Treaty alone appears sufficient to settle this point, for Article VIII. declares,—

"Whereas the Maharaja Dowlutrao Sindia has represented that his family have long held *in Inam* certain lands, villages, &c., *therefore* it is agreed that *these* lands and villages shall be restored to him."

34. But supposing this to be inconclusive, it can only be necessary to consult the minutes of conference and the despatch of General Wellesley to the Governor General, to which I have referred in paragraphs 4 to 10 of this letter, and which distinctly prove the reservations to have been earnestly asked for by Sindia's envoys, *only* because "they were Inam," and to have been granted by General Wellesley *only* because they were believed by him to be such.

35. The Resident at Sindia's Court, in the 6th paragraph of his letter to the Government of India of the 10th October 1828, which is below quoted, specified the items which he had called upon the Gwalior Durbar to give up, and orders for the surrender of which he reported having forwarded on the same day to the Government of Bombay:—

"6. In the 15th paragraph of the instructions of the 14th March, I am directed to be guided in my demands by the statement in Mr. Warden's memorandum; but I have confined myself as yet to a demand of the 92 villages, and an intimation that the collection of Babtee and other shares of revenue in each other's territories are in future to cease on both sides, and that after a calculation of the amount the difference will be paid in cash to the Government which now receives most. Four large items of this nature are stated in Mr. Chaplin's list, and I cannot find any explicit final orders of Government regarding them. They are as follows:—

"1*st*.—The Babtee, &c. of that half of the Purguna of Sewgaum which was confirmed to Sindia by the Treaty. This amounts to Rs. 30,000, and is proposed to be left to Sindia.

"2*nd*.—The Babtee, &c. of the other half of the Purguna of Sewgaum, which formerly belonged to Holkar, and now belongs to us, amounting to Rs. 23,071. This it is proposed we should resume. These shares of the entire Purguna had been granted to Dowlutrao himself in 1798.

"3*rd*.—The Babtee and Surdeshmookee of the Purguna of Deypoor, amounting to Rs. 19,741, granted to Mahadajee Sindia in 1779.

"*4th.*—One-third of the Surdeshmookee of the whole Purguna of Umber, amounting to Rs. 20,313–10-0, paid to Sindia by the Nizam, according to a stipulation made at the time the British Government ceded the Purguna to that prince. Granted to Jyajee Sindia in 1753.

"These two items are included in Mr. Warden's memorandum, but I cannot find any mention of them in any part of the correspondence, nor can I find any mention of Kundeshwur. The other three villages are in the list."

36. It will be observed from the above, that the Resident did not carry out the orders of the Government of India, which expressly desired him, in framing his demands, to be guided by Mr. Warden's memorandum prepared from the statements of the Deccan Commissioner, Mr. Chaplin, referred to in the 24th paragraph of this letter. Had these orders been obeyed, everything would have been settled; it is owing to the deviation from them which took place that the demands which the Government of India then, after the fullest discussion and consideration, determined to enforce, and which could have been then enforced with such ease and propriety, have remained in abeyance, and a subject of interminable correspondence, from that day to this, or for about a quarter of a century.

37. Upon the receipt from the Resident of the orders of surrender, the Bombay Government issued the necessary orders of resumption, and reported having done so to the Government of India.

38. It was, however, almost immediately afterwards brought to the notice of the Bombay Government by their officers that a very large portion of the holdings nominally surrendered by Sindia, and the resumption of which the Government had ordered, were held by persons to whom Sindia had alienated them, in some cases before, and in others after the Treaty of Surjé Anjungaum. This was found to be the case with regard to 53 out of the 89½ villages and portions of villages enumerated in the orders of surrender.

39. It was decided that all grants made by Sindia before the Treaty of Surjé Anjungaum should be continued to present holders; that religious and charitable grants should be continued, even although made subsequently to the Treaty; and that all other grants be resumed.

40. Under these orders, the 53 villages were disposed of as follows:—

		Value according to the Peshwas' Accounts.		
24	villages granted before the Treaty, and continued to present holders.....	Rs. 49,984	11	10½
8	ditto continued as being religious and charitable grants	12,490	0	6
2	ditto, decision suspended pending further information	1,651	15	6
19	ditto resumed.....	74,820	4	9
53	Total....Rs.	1,38,947	0	7½

41. Shortly after this a question arose as to the jurisdiction to be exercised in Sindia's Deccan possessions, and much discussion ensued, which for the time was terminated by the following declaration by the Government of India, conveyed to the Bombay Government in the 3rd, 4th, and 5th paragraphs of Mr. Secretary Macnaghten's letter of the 28th January 1835:—

"3. It appears, however, to His Excellency in Council, that in the present case the difficulty is entirely one of our own creating. Sindia and Holkar are no doubt entitled to exercise sovereign rights over the territories acquired by their ancestors by conquest in Malwa and elsewhere, but they hold their possessions in the Deccan on very different terms from the above. Their Deccan villages, it is believed, are either hereditary estates enjoyed by their ancestors when they were merely cultivators, or Inams or Jagheers conferred upon them by the Peshwas; and in either case they cannot lay claim to any rights in virtue of these estates which are not enjoyed by other persons holding lands on similar tenures. It is a circumstance familiar to everybody acquainted with Indian history that Mahadajee Sindia and the other members of the great Muratha families settled in Malwa prided themselves upon the hereditary village honours which they retained in the Deccan. The descendants of the fortunate soldiers who had acquired sovereign rights in Malwa were still Patels and Inamdars in their native country, and while they delighted to revive the associations connected with their original character, we never hear of their making any attempts to encroach upon the local jurisdiction of the Peshwas, and arrogate to themselves an independent jurisdiction in the Poona territory.

"4. It is possible that out of regard to the formidable power of their masters the agents who had charge of the Deccan estates of these Chiefs may have had more scope allowed them than ordinary cultivators or holders of rent-free lands; but the powers thus enjoyed, whatever they may have been, were exercised by the sufferance of the Peshwas, and the Chiefs themselves would, it is believed, never have thought of calling in question the sovereign authority of the Peshwas in their own Poona dominion. Since the period of the British conquest, the distinction between the different positions which these Chiefs held in Malwa and in the Deccan has been still more lost sight of, as was to be expected in a country where everything was new to us, and the indulgence with which their local managers are treated has probably been augmented by the disinclination of the Bombay Government to enter into frequent discussions on the subject with the authorities in Bengal, with whom alone Sindia or Holkar have any political intercourse. But even under these circumstances an independent jurisdiction does not appear to have been claimed as a matter of right; and it is stated by Mr. Baber, the Principal Collector of Poona, in his letter to Mr. Marriott's address dated 9th November last, that 'the Vakeels of Sindia and Holkar distinctly admit that the supreme authority is vested in the British Government,—that is, they both exercise jurisdiction in

ordinary matters, but in great crimes and disorders they refer them to the Sirkar.'

"5. On the whole, His Excellency in Council is satisfied that Sindia and Holkar exercise no jurisdiction in their Deccan villages except what had been tacitly accorded to them by the forbearance of the supreme authority, and which may, therefore, be resumed whenever the public interests call for that measure. As the existing treaties are entirely silent on this point, so far as political relations are concerned, these Chiefs cannot be regarded, in respect to their Deccan villages, in any other character than that of ordinary landholders, and the laws of the Bombay Presidency do not recognise any exception in their favour. The most obvious mode of disposing of the question, therefore, is to allow the existing laws to take their course, and to put no obstacle in the way of the ordinary processes of the courts taking effect in them, in the same way as in any other districts included within our frontier; and it is accordingly requested that, should the Right Honorable the Governor in Council see no objection, instructions may be issued accordingly. In case any of the parties concerned consider themselves aggrieved, it will be open to them to prove their right, it being understood that the *onus probandi* rests with those who claim extraordinary privileges beyond what are possessed by other persons who hold lands on the same tenure."

42. The instructions quoted in the last paragraph were applicable not merely to His Highness Sindia, but equally to Their Highnesses Holkar and the Gaekwar, and they were applied accordingly, a report of the circumstances being made to the Honorable Court in the 12th paragraph of the political despatch from the Bombay Government No. 51 dated the 25th November 1835.

43. No sooner, however, were these orders acted upon, and a proclamation issued, than the Gwalior Durbar began to protest and remonstrate, and the previous discussions were to a certain extent renewed. The Bombay Government on the 30th July 1836 urged (Political Secretary's letter No. 1391) in the strongest terms the absolute necessity of a strict adherence to the decision already passed and promulgated, and the propriety of doing so was, consequently, admitted by the Government of India, whose instructions were conveyed on the 22nd August 1836 to the Lieutenant Governor of the North-Western Provinces in the following terms:—

"2. The Governor General in Council feels it impossible to resist the force of the reasoning employed by the Bombay Government with regard to the question under discussion; and with every desire to conform to the wishes of the Gwalior Durbar, it would seem to be impracticable to do so consistently with the ends of good government.

"3. It only remains, therefore, for his Lordship in Council to request that an intimation of the suggestions conveyed in the letter from the Secretary to the Bombay Government dated the 23rd of November last be made

to the Maharaja through the Resident at Gwalior, and that His Highness be requested to nominate the individuals whom he may be desirous of having invested with the authority therein referred to, which authority is, of course, to be exercised conformably with the Regulations of the British Government."

44. I have already explained (paragraph 36 of this letter) that on Dowlutrao Sindia's death in 1827, the whole of the Deccan possessions, which of right belonged to the British Government, and the resumption of which had been directed by the Government of India, were not resumed; and I have also shown (paragraph 40 of this letter) how a large portion of even that which was at first resumed was subsequently relinquished in favour of persons to whom Sindia had alienated it. Even the remaining portion, however, was soon afterwards claimed on behalf of the Gwalior State, and various propositions were entertained and discussed, to all of which the Bombay Government consistently objected. In their Political Secretary's letter No. 1028, of the 5th June 1838, they observed to the Governor General,—

"35. With reference to Junkojeerao Sindia's present proposition to establish his claims through our Courts to the 89½ resumed Deccanee villages, it must first be borne in mind that the late Dowlutrao Sindia was allowed to hold these villages by sufferance during his lifetime, and, accordingly, on his death in 1827, we called on the Durbar of Gwalior to surrender them as the clear and undoubted right of the British Government by conquest and Treaty.

"36. The successor of Dowlutrao, however, endeavoured to evade the demand, and to assert his own right to them. This led to discussions of great length. Junkojeerao Sindia was finally compelled to yield to our demand, and accordingly a Chor Chittee, or written permission of surrender, was issued, and the British authorities in the Deccan took possession of the whole of the disputed villages in the year 1828, since which period they have been under British control.

"37. With regard to the present proposition, the Right Honorable the Governor in Council conceives that assenting to it would be tantamount to admitting that we ourselves doubt the propriety or justice of our former decision in the case at issue,—a decision which was approved by the Supreme Government, and confirmed by the home authorities.

"38. There is, however, a still greater difficulty to be overcome; for the Governor in Council is of opinion that our local courts are not competent to entertain the case under Section V. Regulation XXIX. of 1827."

45. To this the Resident at Sindia's Court opposed the following objections (Resident's letter of the 20th July 1838 to the Secretary with the Governor General):—

"2. The matter under discussion, as it appears to me, is entirely unconnected with the questions relative to 'the resumption of all grants made

to the Sindia family subsequently to the death of the Peshwa Mahadeorao Narayen,' and with the extent of territory accruing to Sindia under Article VIII. of the Treaty of Surjé Aujungaum, according as Jambgaum should be considered a 'town' or 'Turuf.'

"3. Those questions were long ago decided, and the result of that decision was the resumption by us in November 1828 of 89½ villages which had been granted to the Sindia family by former Peshwas.

"4. But it was soon discovered that twelve of these villages had been granted on Inam, and twenty-four of them on Surinjam tenures, by Sindia to individuals, and these were, after investigation, either before our courts of justice or through some other process, restored to the individual claimants.

"5. There remain 53½ villages of the resumed villages in our possession, and to these Maharaja Junkojeerao Sindia now desires to establish his claim, as other individuals have done, either as an Inamdar or Surinjamee Jagheerdar, through our courts, or by any other process which our Government may determine.

"6. It appears to me that we cannot escape from the necessity of attending to such evidence as Sindia may bring forward to establish his claims to these individual rights, except for the reasons stated in my letter of the 3rd of May 1837 to Mr. Macnaghten's address, *i. e.* that Maharaja Junkojeerao is an adopted son, and may not, therefore, be entitled to succeed to individual as to sovereign possessions. The Court or tribunal before which such claims should be investigated it would of course remain for us to determine; but such investigations must be of daily occurrence, and I do not see why the courts which try and determine the claims of other Jagheerdars should not also dispose of those of Maharaja Sindia; but I have not the code noticed in the 38th paragraph of the Bombay letter to refer to."

46. The Bombay Government, to whom the Resident's objections were referred (with a letter from the Secretary with the Governor General, dated the 2nd August 1838), submitted to the Government of India, in their Political Secretary's letter No. 1683 of the 28th July 1840 (the 7th, 8th, and 9th paragraphs of which are below transcribed), their opinion that the claims put forward by Sindia could not be admitted, or even entertained :—

"7. In his further letter to the Government of India, dated the 28th July 1838, Colonel Sutherland labours under an error in assuming that these villages, or any of them, were restored to the individual claimants 'after an investigation before our courts of justice, or through some other process,' the restoration of the villages in question being nothing more nor less than an act of pure liberality on the part of Government.

"8. The supposition that the restoration of the 34 villages was obtained in the manner assumed by Colonel Sutherland appears to this Government

to have given rise to the claim advanced by Sindia for the restitution of the remaining villages; His Highness very naturally arguing that if our courts of law have adjudged the restoration of certain of the resumed villages held under Inam tenure, they will also admit his claim to the villages which he can prove to have been held by his family under the same tenure.

" 9. Under the circumstances above mentioned, and those alluded to more at length in the enclosures to this letter, the Honorable the Governor in Council is desirous of being informed whether the Right Honorable the Governor General of India in Council concurs in the view taken by this Government of Sindia's claim to these villages, namely that the question must be decided with reference only to the terms of the Treaty of Surjé Anjungaum."

47. The Government of India, on the 26th July 1841, signified their concurrence in the following terms (Political Secretary's letter No. 1988):—

" 2. These villages were among the possessions of Dowlutrao Sindia, which he ceded to the British Government by the Treaty of Surjé Anjungaum; he was allowed to retain them during his lifetime; they were resumed after his death. It was then ascertained that several had been alienated both before and after the Treaty of Surjé Anjungaum. Those alienated before the Treaty were all relinquished in favour of their then possessors, and such as had been alienated for charitable and religious purposes after the Treaty were also relinquished, and the remainder were considered a lapse to the British Government.

" 3. It would appear that the consideration evinced by the British Government to the grants of the Sindia family, in upholding the alienations of a considerable portion of these villages which it might have cancelled, has led to a misconception at the Court of Gwalior of the grounds and motives of these concessions, and to a belief that it could substantiate its own claims to recover possessions because the claims of certain parties who held under Sindia's grants had been admitted.

" 4. But there is no ground whatever for such assumption; and as no possible benefit could be derived from allowing Sindia's agent to agitate his claims to recover these villages before the fiscal or judicial authorities in the Deccan, the Resident at Gwalior will be instructed to explain to His Highness the whole particulars of the case, as exhibited in these papers, when, no doubt, he will desist from the further prosecution of his claims for the restoration of the villages."

48. On the 20th June 1842 the Bombay Government, in their Political Secretary's letter No. 1918, again addressed the Government of India on the subject of the large Babtee and Surdeshmookee Umuls which ought to have been resumed at Dowlutrao Sindia's death in 1827, and of one or two small items to which it is not necessary that I should here further advert, as they must, I apprehend, be disposed of by the local Government under such

general rules and instructions as may now be furnished by the Government of India regarding Sindia's claims in the Deccan generally.

49. Much correspondence again took place, which ended in the following distinct declaration by the Government of India, conveyed to the Governor General's Agent for Sindia's Dominions in Mr. Secretary Currie's letter No. 1759 of the 20th July 1844, copy of which was forwarded to the Bombay Government with Mr. Secretary Currie's letter No. 1760 of the same date :—

"3. The Governor General in Council is of opinion that the adjustment of this question, so often put off by Sindia on one pretext or other, cannot be longer delayed, and His Honour in Council directs that you move the Durbar to take immediate measures for the transfer of these lands, held by Sindia contrary to the Treaty above referred to, the surrender of which has been constantly demanded by us and promised by the Durbar.

"4. The Governor General in Council would be sorry to proceed to the extreme measure proposed by the Bombay Government in their despatch dated 31st December 1842, No. 3950, but he feels that this must be done if the Durbar persist in withholding from us the possession of these lands.

"5. The Governor General in Council expects, therefore, that the Durbar will at once give up, on your requisition made in communication with the Bombay Government, those estates held by Sindia beyond the Ajunta Range not expressly excepted by the provisions of the Treaty, and not specifically exempted from resumption by subsequent orders of this Government; and should they fail to do this, and continue to evince a disposition to evade compliance with our just demand, His Honour in Council will be compelled to adopt the measure of attaching all the lands within the geographical limits described in the Treaty, leaving the *onus* of proving the right of exemption to Sindia.

"6. You are requested to enter upon this question with the Durbar immediately, in communication with the Bombay Government, and report monthly, for the information of the Governor General in Council, the progress made in the transfer of these lands."

50. Consequent upon this decision, orders of surrender were obtained from the Gwalior Durbar, and forwarded by the Governor General's Agent to the Government of India on the 2nd October 1845; but these orders were accompanied by a protest, containing a series of objections and several requests, which from that day to this have been the subject of correspondence, but regarding which no final decision has been passed.

51. The Honorable Court of Directors, on learning that these orders of surrender had at length been obtained, expressed themselves as follows, in the 15th paragraph of their political despatch No. 26 of the 20th October 1847 :—

"After having for many years abused the forbearance shown by you on the subject of these possessions, Sindia's Government has at last issued

orders for surrendering the lands and Huks held by it contrary to the provisions of the Treaty of Surjé Anjungaum. It rests with the Government of India to determine whether to allow the Durbar to remain in possession of the Inam lands, to the value of Rs. 1,527, to which it attached particular importance, as having been granted by the Peshwa to Sindia in the capacity of Patel."

52. In 1851 the Inam Commissioner, Mr. Hart, was desired to submit a complete report upon the long discussed, though still (practically) unsettled question; and he, accordingly, on the 11th December 1852 submitted a letter from his Assistant, Lieutenant Etheridge, together with his own opinion and recommendation, which for all present purposes may be described as—

1*st* (paragraph 20 of Mr. Hart's letter).—That *everything*, whether Inam or otherwise, "included in the reservations of the Treaty, whether owing to misrepresentation or not, should be regarded as partaking of the guarantee of the Treaty," *subject, however*, to inquiry into title, and to eventual continuance or otherwise according to the result of such inquiry.

2*nd* (paragraphs 7 to 10 of Mr. Hart's report).—That all Sindia's "claims for Wutun Inams and private grants of a petty nature" should, although not specifically reserved to him by the Treaty, be recognised under the rules applicable to such claims generally.

3*rd*.—That all claims to other property not specifically reserved to Sindia by the Treaty should be disallowed.

53. Mr. Hart's report was forwarded to the Government of India by that of Bombay, whose opinion was thus expressed in the 5th paragraph of their Revenue Secretary's letter No. 1497 of the 10th March 1853 :—

"5. Government approve, in so far as they can at present judge, of the principles for a general adjudication of Sindia's title which are submitted in paragraphs 5 to 28 of Mr. Hart's letter of 11th December 1852, No. 1432, but they may see reason to modify this opinion as regards particular cases coming before them in appeal."

54. These papers were forwarded by the Government of India to the Governor General's Agent for Sindia's Dominions, Mr. Bushby, (with the Foreign Secretary's letter No. 2008 of the 29th April 1853), whose opinion was submitted in his letter No. 52 of the 12th May 1853, a copy of which having been transmitted to the Bombay Government with the Foreign Secretary's letter No. 2836 of the 24th June 1853, for consideration "of the points therein discussed by Mr. Bushby," has now been referred to the Inam Commission. (Resolution in the Revenue Department, No. 4396 of the 30th July 1853.)

55. It will, perhaps, be the most convenient plan to discuss the several points to which Mr. Bushby has adverted in the order in which they have been noticed by him, commencing with the 3rd paragraph of his letter, in which it is stated,—

"The reservation at the end of Article III., by which the Maharaja cedes

to the Honorable Company and their allies, in perpetual sovereignty, the fort of Ahmednuggur and territory depending thereon, '*excepting those lands which it is agreed by Article VIII. of this Treaty that the Maharaja is to retain,*' refers to villages in which he had no rights of sovereignty."

But the lands ceded by Article III., and those reserved to Sindia by Article VIII., were *all* grants by the Peshwa, and much of the Deccan territory which Sindia ceded by Article III. had been acquired in *precisely the same manner,* and was then *held on precisely the same tenure* as the portion which by Article VIII. he was allowed to retain. Whatever right of sovereignty, therefore, existed in the one, must, apparently, have existed in the other; or, if not, how could Sindia have in the first instance ceded *everything* to the British Government "in perpetual sovereignty"? Indeed, Mr. Bushby in a subsequent (the 11th) paragraph appears to adopt this view of the question when he says,—

"We allowed Sindia to cede them to us as sovereign possessor, and in virtue of the same power we ceded a portion of them back."

56. In his 5th paragraph Mr. Bushby states,—

"We were treating with Dowlutrao Sindia not as a Patel of a village, but as Chief or prince of a principality. He ceded his sovereignty, and we engaged to respect his family or personal interests in certain lands, villages, &c. in the territories of the Peshwa Rao Pundit Prudhan."

That General Wellesley treated with Sindia as an independent prince he has himself recorded (see paragraph 66 of this letter); and it seems equally clear that Sindia relinquished all sovereign rights in the territory which by Article VIII. of the Treaty he was allowed to retain. Such rights, indeed, he had never possessed *de jure,* for the whole of the lands were from first to last nominally held from the Peshwa; but, apart from this, it is certain that even the *de facto* right was distinctly relinquished when the Treaty was negotiated, as the minutes of conference of the 26th December 1803 record that Sindia was allowed to retain certain Inam lands in Hindoostan, which were subsequently specified in Article VII. of the Treaty, and referring to which "Major General Wellesley replied that these also should remain to him in Inam, *under the Company's protection,** on the same condition as the Inam lands about Ahmednuggur."

57. In the same (the 5th) paragraph of Mr. Bushby's letter it is stated that the villages, &c. reserved to Sindia by the Treaty "are generally described in Article VIII. but not with the precision which would have been used if *thereby* it had been intended to grant either more or less than the family of Sindia then possessed. For example, we do not find in the list the native village of the Prince Patel." And in the next (the 6th) paragraph Mr. Bushby expresses an opinion that "it must, therefore, be inferred that only things were relinquished

* *Italicised* by Captain Cowper.

and reserved by the Treaty possessed by Sindia either by virtue of conquest or by grants from the Peshwa, not that the Treaty was to exclude Sindia from all descriptions of family property, or personal property in land that he enjoyed, other than in the villages and Purgunas particularised in Article VIII." But I am unable to perceive any valid grounds upon which it can be argued that Article VIII. of the Treaty was intended to describe "generally," and not specifically, the lands which Sindia was allowed to retain; for, as I have already explained (see paragraph 55 of this letter), much of that which was finally ceded by Article III. was held *on exactly the same tenure* as that which was reserved or restored to Sindia by Article VIII., and if, therefore, it is once admitted that the villages which were restored to Sindia are not those specified in Article VIII., *and those only*, I am not able to perceive where the line is to be, or can be drawn, or why, supposing Sindia can justly claim *any* of the villages, &c. held by him in the Deccan before the Treaty, but not specified in Article VIII., he cannot with equal justice claim them all.

58. This argument has been, however, long ago thoroughly discussed and overruled by the Government of India. It was during this discussion that the Government of Bombay, of which Mr. Elphinstone (who wrote from personal knowledge of the circumstances under which the Treaty had been negotiated and signed, and who at the time to which I allude—1827—was one of the few persons remaining in India who possessed that knowledge) was then the head, recorded the following opinion (letter in Political Department to the Government of India, No. 1259 of the 8th October 1827):—

> "It now only remains to see whether the fact of the villages now claimed being ancient possessions in any way strengthens the claim. It appears to the Governor in Council that no argument can be founded on the circumstance. Article VIII. states that Sindia was desirous of reserving 'certain lands and villages that had been long in his family,' but it by no means follows that he was allowed to retain *all* the lands which were in that predicament. Why he selected some possessions of later date rather than some of older standing it may not be easy to explain; but a conjecture may be formed from an inspection of the list No. 2 [see paragraphs 38 to 40 of this letter] in Mr. Chaplin's letter above quoted, by which it appears that all the old possessions which he held by undoubted tenures had been granted to individuals about his Court, and it is probable that he was willing that the loss by his cessions should fall in part on those individuals rather than entirely on his own treasury."

59. I am obliged to dissent altogether from the opinion expressed in Mr. Bushby's 7th paragraph, in which it is stated,—

> "We seem to have no difficulty now in determining what was to be restored according to Article VIII., though we may not choose to recover what may have been already lost by a wrong interpretation of the Treaty that has received the deliberate sanction of our Government, or to open

new questions with the Durbar, or to suggest new principles of settlement where we have virtually by our own past decisions or our own past conduct declared our sense of the compact concluded."

I should hesitate to question the correctness of this view of the case on any but the strongest grounds, which, however, are, it seems to me, to be found in the record of all that has taken place regarding these disputed holdings from the conquest of the Deccan up to the present day. The claims of the British Government were preferred in 1822 by the Commissioner in the Deccan, and were after some years' discussion declared to be valid by the Government of India, who, however, with the concurrence of the Honorable Court of Directors, permitted Dowlutrao Sindia to continue to hold *during his lifetime* the whole of the Deccan possessions held by him at the close of the Peshwas' rule ; but the Bombay Government then pointed out (see paragraph 27 of this letter) that it was " highly important to guard against any act that might convert Sindia's tenure by courtesy of the British Government, during his life, of a portion of the British territory, into anything like a possession of rights and sovereignty." And the Government of India subsequently informed the Resident at Sindia's Court that the British Government waived " the exercise of its full rights in the villages collusively retained by Sindia south of the Ajunta Range *during the lifetime of that Chief only*." (See paragraph 28 of this letter.)

60. On Dowlutrao Sindia's death in 1827, the villages and other items of revenue which had been collusively retained were at once claimed as the clear and undoubted " right of the British Government by conquest and Treaty" (Government of India to Resident at Gwalior, dated the 14th March 1828) ; but the Resident did not fully carry out the instructions of the Supreme Government; orders of surrender were obtained by him from the Gwalior Durbar for some of the items named, but not for others, and it is these latter which have from that day to this been the subject of discussion, during which, however, a second and peremptory demand was made on the Durbar in 1844, when the Government of India instructed the Resident,—

" The Governor General in Council is of opinion that the adjustment of this question, so often put off by Sindia on one pretext or other, cannot be longer delayed, and His Honour in Council directs that you move the Durbar to take immediate measures for the transfer of those lands held by Sindia contrary to the Treaty above referred to, the surrender of which has been constantly demanded by us and promised by the Durbar."

And the Resident was further informed, that in the event of non-compliance on the part of the Durbar, the Government of India would " be compelled to adopt the measure of attaching all the lands within the geographical limits described in the Treaty, leaving the *onus* of proving the right of exemption to Sindia." After this, orders of surrender were issued by the Durbar, but were

accompanied by a protest, containing a series of objections and several requests, which have up to the present time formed the subject of correspondence in every quarter, and which are now before the Government for final decision.

61. Lastly, I would refer to the despatch of the Honorable Court of Directors dated the 20th October 1847 (quoted in paragraph 51 of this letter), in which they thus alluded to the subject :—

> " After having for many years abused the forbearance shown by you on the subject of these possessions, Sindia's Government has at last issued orders for surrendering the lands and Huks held by it contrary to the provisions of the Treaty of Surjé Anjungaum."

62. Surely, under the circumstances which I have explained in the last three paragraphs (59 to 61), it cannot be argued, as a reason for *now* relinquishing " the right of the British Government by conquest and Treaty," that that right has not been during the last five-and-thirty years sufficiently often, and with sufficient distinctness asserted ; indeed, short of *enforcing* it, I cannot perceive what more *could* have been done.

63. In his 9th paragraph, Mr. Bushby observes " that in the Partition Treaties (1804) with His Highness the Soubhadar of the Deccan and His Highness the Peshwa, the cessions referred to are termed cessions and possessions 'in perpetual sovereignty'; and in neither the Treaty with the Soubhadar nor in that with the Peshwa is there one word mentioned of the rights reserved to Sindia by Article III. or Article VIII. of the Treaty of Surjé Anjungaum." But although such is undoubtedly the case, it cannot, it seems to me, be accepted as confirmatory of Mr. Bushby's opinion that by the Treaty " Dowlutrao Sindia was only transferring his rights of sovereignty" ; for the explanation of the omission of all mention in the Partition Treaties of the rights reserved to Sindia by Articles III. and VIII. of the Treaty of Surjé Anjungaum is, I think, to be found elsewhere, in the distinct guarantee of General Wellesley, to which I have already alluded (see paragraph 56 of this letter), that the reserved rights were to remain to Sindia " *under the Company's protection.*"* Such being the case, it seems clear that no sovereignty of either the Peshwa or the Nizam *could* have been recognised with regard to these holdings in the Partition Treaties.

64. " This circumstance,"—that is to say the omission, in the Partition Treaties ceding certain territory to the Peshwa and the Nizam in perpetual sovereignty, of all mention of the rights reserved to Sindia by Article VIII. of the Treaty of Surjé Anjungaum,—" This circumstance," Mr. Bushby in the same (the 9th) paragraph says, " may, I think, further indicate as well what we meant to do as what we did not mean to do by Article VIII. : we simply guaranteed the restitution of the properties enumerated in Article VIII., without prejudice to any other grants or possessions which Dowlutrao Sindia might hold in Jagheer, Surinjam, or other tenure, or any rights which he might have

* *Italicised* by Captain Cowper.

as a village Patel, or any perquisites which he might enjoy from the former revenues of the Muratha Empire, such as the Babtees and Surdeshmookees, to which you allude in paragraph 13 of your letter." Should Government concur in the opinion I have submitted in the last (the 63rd) paragraph, it follows that no argument can be founded on non-mention of these reserved rights in the Partition Treaties; but however this may be, it can never, I imagine, admit of the deduction that the Treaty left Sindia *everything which he had ever held in the Deccan*, for to this Mr. Bushby's proposition, if I correctly understand it, amounts. It is expressly mentioned in the minutes of conference that Sindia's Vakeels, in pressing upon General Wellesley the request that the lands afterwards specified in Article VIII. of the Treaty might be reserved to their master, urged that they "were not Jagheer, but were Inam"; and General Wellesley subsequently described them to the Governor General as Inam, or "family property," which the villages held by Sindia in Surinjam or Jagheer assuredly were not. Indeed, admitting that the Treaty not only guaranteed to Sindia the villages specified in Article VIII., but also left all other grants or possessions which when the Treaty was negotiated he held "in the Deccan, in Jagheer, Surinjam, or other tenure," what is to be done with regard to the holdings already taken possession of "as the clear and undoubted right of the British Government by conquest and Treaty," and held on some one of the tenures specified by Mr. Bushby?

65. The above seems to me conclusively to prove that Article VIII. of the Treaty was intended to restore nothing but *Inam* property. The wording of the Article, too, is very distinct, and describes the lands restored to be those which Sindia had represented "that his family have long held *in Inam.*"* These facts must be, I think, fatal to any claim put forward to any Surinjam holding; but the Babtee and Surdeshmookee of Purguna Sewgaum, alluded to by Mr. Bushby, were not only granted in Surinjam, but were granted *as late as A. D.* 1797-98, so that they certainly cannot correctly be described as having been in 1803 "long held" by the family of Sindia. The Babtee and Surdeshmookee must be among the items which the Vakeels did *not* include in their demands, so emphatically described as extending only to villages which "were not Jagheer, but were Inam."

66. For the reasons already afforded I have arrived at the opinion expressed by Mr. Bushby in his 11th paragraph, that the rights reserved to Sindia by Article VIII. of the Treaty "can alone be disposed of by means of negotiation between the British Government and Sindia"; and I am under the impression that Mr. Hart would have adopted this view of the subject had he, when formerly addressing the Government, been in possession of the copies of the minutes of conference for which he applied as soon as he became aware of their existence, for at one of these conferences the Vakeels of Sindia, referring to General Wellesley's proposal that Sindia should not proceed to Poona to visit the Peshwa there, said that,—

* *Italicised* by Captain Cowper.

"It would be difficult, if not impossible, to make this arrangement without the consent of the Peshwa, as Sindia was His Highness's servant.

"Major General Wellesley replied that he would answer for the Peshwa's consent; but he observed that he had hitherto talked to them under the notion that Sindia was the head of a State; and if, instead of being considered in that light, he wished to be considered as the Peshwa's servant, the case was so much altered as to render a different system necessary,—and he hinted that in that case the Maharaja was now in rebellion.

"The Vakeels gave up this point."

67. Added to the above is the fact pointed out by Mr. Bushby, that Sindia ceded all these holdings to the British Government "as sovereign possessor." The whole of the Deccan possessions were ceded by Article VIII. "in perpetual sovereignty," and out of these cessions the Maharaja was allowed to retain those specified in Article VIII., "under the Company's protection," and on the condition that no troops should ever be introduced into them.

68. Under these circumstances, then, it seems that Sindia is entitled to hold whatever may have been restored to him by Article VIII. of the Treaty without any question or inquiry, his title being that derived from the Treaty.

69. There is, however, a question in connection with this portion of the subject which I should notice, that it may now be finally set at rest. Article VIII. of the Treaty specifies certain villages to be restored to Sindia, and describes them as thus restored because they were represented to have been long held *in Inam*. The minutes of conference and General Wellesley's letter of the 30th December 1803 (see paragraph 10 of this letter), too, clearly prove that he consented to the restoration of nothing but Inam property, and that he yielded to the earnest solicitation of the Vakeels only upon their solemnly assuring him that the lands in question "were not Jagheer, but were Inam." But it is, nevertheless, a fact, that out of the lands specified in Article VIII. twenty-one villages, valued (see paragraphs 22 and 23 of this letter) in the Peshwas' accounts at Rs. 27,512-3-6, *were Jagheer*, and had never been held by Sindia on any other tenure. Whether, under the distinctly recorded circumstances of the case, these Jagheer villages partake or not of the guarantee and restoration accorded to Inams, *and to Inams alone*, has now to be decided. An opinion has been expressed that it is now too late to correct errors in the Treaty; and it certainly appears only reasonable that the lapse of so many years should be held to bar all inquiry or discussion on this head; but it seems, notwithstanding, a matter for the consideration of the Government, whether such direct misrepresentation as this can correctly be described as "error"; and however this may be decided, there yet must remain the broad fact that Sindia is at this time the holder of these twenty-one villages *in excess* of those which it was intended to restore to him.

70. In the third section of his 11th paragraph Mr. Bushby states,—

"From the condition of slipper-holders, the family had risen to sovereignty, and, as they rose, probably retained in their own hands lands granted for military service, without performing the duties attached thereto. The Peshwa and the British Government, in Treaty with Sindia, allowed him to dispose of these lands, as well as Ahmednuggur, Broach, and others, as sovereign possessions; and as we gave them back in this wise, the question as to the original tenures on which they were held appears to me to be now inadmissible."

This passage appears to me correctly to describe the condition of the *Inams* reserved to Sindia by Article VIII. of the Treaty, but certainly not any lands granted for military service,—*i. e.* Surinjam holdings. These latter were, it is true, by Article III. of the Treaty, ceded to the British Government by Sindia as sovereign possessor, but they were never restored to him: on the contrary, their retention by the British Government was distinctly indicated. Of all the territory ceded by Article III., *only* certain villages specified in Article VIII. as those represented to belong to Sindia *in Inam* were restored. Indeed, even the Vakeels, when pressing their claims upon General Wellesley, never attempted to obtain the restoration of any Jagheer lands,—they urged that the only lands for which they asked "were not Jagheer, but were Inam"; and General Wellesley's subsequent despatch of the 30th December 1803 to the Governor General clearly shows that he had not the slightest intention of restoring anything but Inam property. It was, I believe, one of the objects of the Treaty to sever the connection between the Peshwa and Sindia; and if so, it is not difficult to understand that the cession of all Deccan lands granted to Sindia for military service to be rendered to the Peshwa should have been insisted on. Even the *Inams* which were restored to Sindia he was to hold, not, as before, nominally from the Peshwa, but "under the Company's protection."

71. Mr. Bushby in his 14th paragraph advocates the relinquishment of the claim of the British Government to the Babtees and Surdeshmookees granted to Sindia *in Surinjam*, and granted for the most part only three or four years before the date of the Treaty; and in discussing this subject reference is made to the Umber Purguna, in the Nizam's territory, regarding which Mr. Bushby observes,—"Only last year Mr. Commissioner Ellis awarded to Sindia an annual compensation for his Surdeshmookee Huks in the said Purguna, payable by the Nizam." I have been furnished with copies of Mr. Ellis's proceedings, and am inclined to believe that he passed that decision in ignorance of several of the most important recorded facts of the case. The Deccan Commissioner, Mr. Chaplin, who discussed with the Resident at the Nizam's Court the whole of *the details* of the Treaty of 1822, and who must, therefore, be supposed to have been accurately informed on the subject, on the 24th January 1824 pointed out to the Bombay Government,—

"The statement No. 4 relates principally to territory ceded to the Nizam by the Treaty ratified on the 31st December 1822. It seems only necessary

to remark that the sum entered as not included in the Treaty for the Babtee and Surdeshmookee of the District of Umber did not form a portion of that cession, but was specifically excepted. On the decease of Dowlutrao Sindia it will, therefore, revert to the British Government."

72. On the death of Dowlutrao Sindia the demand was made accordingly, the last item in the memorandum (see paragraph 31 of this letter) drawn up on that occasion by Mr. J. Warden, and showing the possessions belonging to the British Government, and which were then to be claimed, being described as "the third of the amount of the Surdeshmookee of Umber, paid to Sindia by the Nizam according to a stipulation made at the time the British Government ceded the Purguna to that prince." A copy of this memorandum was forwarded on the 17th May 1827 to the Supreme Government, who desired the Resident at Gwalior to demand the surrender of the items named therein: but the Resident did not carry out these instructions,—he required more information regarding the Umber Surdeshmookee, and regarding a number of other items, and the consequence has been their retention by Sindia to this day, correspondence having during the interval been carried on without intermission.

73. I do not attempt to inquire here into the right of the British Government to this item (the Umber Surdeshmookee), because I apprehend that the first thing to be done is to ascertain whether the Government of India deem it advisable to re-open the question, there being certainly a strong *primâ facie* case in favour of the right of the British Government.

74. There is one more point to which I must allude, and which, though not specially noticed in the correspondence which has already been submitted to the Government of India, is most intimately connected with the general question upon which a decision is now about to be passed,—I allude to the shares which the British Government, as the Peshwa's successor, holds in villages reserved to Sindia by the Treaty of Surjé Anjungaum, and which have from the first (1817) been productive of little save inconvenience, discussion, and loss. It has been found impossible to obtain from Sindia's managers anything like the sums properly payable, without exercising a degree of interference and scrutiny which it has always been the object to avoid, and to which objection has always been raised on Sindia's part. The subject is one which has been so often and so forcibly stated by the Government of Bombay that I advert to it merely to suggest a remedy. It occurs to me that to effect an exchange of these rights for a certain number of entire villages is the only method by which the desired object is at all likely to be attained, and that such an exchange can only be speedily effected by both parties consenting to adopt the valuation which the Peshwas' records assign to the several items. Supposing the Government to approve of so much of the proposal, I would allow Sindia to make over to the British Government any villages he pleases, provided only that they are found to be of the required value according to the accounts of the late Government. I do not suppose that the situation of such

villages could be a matter of any real consequence, as the whole district is in every respect subject to British criminal jurisdiction; whereas, all past experience shows that to attempt to obtain any accounts of present actual value would be either to indefinitely postpone the exchange, or to effect it at a great and certain loss.

75. In the event of this arrangement being sanctioned by the Government of India, and agreed to by Sindia, it would only remain to intimate to the Gwalior Durbar the value of the cessions to be made by the British Government, accompanied by a valuation list of all the villages in the Deccan, the Jagheer Umul of which Sindia at present holds, and from which the Durbar would merely have to select those villages which they might prefer to give in exchange.

76. The points upon which the decision of the Government of India appears to be required are,—

1*st* (paragraph 69 of this letter).—Whether, under Article VIII. of the Treaty, which declares,—"Whereas, the Maharaja Dowlutrao Sindia has represented that his family have long held in Inam certain lands, villages, &c. in the territories of Rao Pundit Prudhan, * * * It is agreed that these lands and villages shall be restored to him"; and under the distinct declaration of the Vakeels to General Wellesley that these villages "were not Jagheer, but were Inam"—the twenty-one Jagheer and Komavees villages specified in Article VIII., and valued in the Peshwas' accounts at Rs. 27,512-3-6, are to be retained by Sindia as coming within the guarantee of the Treaty?

2*nd* (paragraphs 71 to 73 of this letter).—Whether Mr. Ellis's decision regarding the Surdeshmookee of the Umber Purguna, confirmed by the Government of India, is subject to revision, should it be proved to have been based on incomplete information, and should the Surdeshmookee be found to have been specially reserved to the British Government out of the cessions made to the Nizam?

3*rd* (paragraphs 57 to 65 of this letter).—Whether the several items still with Sindia *not* specified in Article VIII. of the Treaty, and granted to and held by Sindia, *not* in Inam but in Jagheer, are now to revert to the British Government, as it was specially declared they were to do on Dowlutrao Sindia's death twenty-five years ago?

4*th* (paragraphs 66 to 68 of this letter).—Whether the villages, &c. which Sindia may be declared entitled to retain under Article VIII. of the Treaty are to be held subject to adjudication of Inam title under Act XI. of 1852, and if not, on what tenure are they to be held, and entered as held, in the public accounts?

I have the honour to be, &c.

(Signed) T. A. Cowper, Captain,
Assistant Inam Commissioner.

No. 4787 of 1855.

Revenue Department.

From H. Young, Esq.,

Offg. Chief Secretary to the Government of Bombay,

To C. Beadon, Esq.,

Secretary to the Government of India.

Dated 15th November 1855.

Sir,—With reference to the correspondence ending with Mr. Officiating Under-Secretary Dalrymple's letter No. 4857 dated 15th November 1853, I am directed to submit, for the consideration of the Government of India, the following abstract of a report from Captain Cowper, late Assistant to the Inam Commissioner, and at present Inam Commissioner Northern Division, relative to Sindia's title to certain possessions in the Deccan under the Treaty of 1803, commonly called "the Treaty of Surjé Anjungaum."

2. Captain Cowper, after detailing the whole proceedings which have taken place since 1803, and which have formed the subject of several references from this Government to the Supreme Government on the subject of Sindia's possessions in the Deccan, draws attention to the distinctly recorded expression of opinion by the Honorable Court as communicated in the following paragraph of their political despatch No. 26 of 20th October 1847:—

"15. After having for many years abused the forbearance shown by you on the subject of these possessions, Sindia's Government has at last issued orders for surrendering the lands and Huks held by it contrary to the provisions of the Treaty of Surjé Anjungaum. It rests with the Government of India to determine whether to allow the Durbar to remain in possession of the Inam lands to the value of Rs. 1,527, to which it attached particular importance, as having been granted by the Peshwa to Sindia in the capacity of Patel."

See correspondence ending with letter from Governor General's Agent to the Government of India, dated 2nd October 1845.

3. Captain Cowper then proceeds to discuss the several points to which the Agent to the Governor General for the affairs of Sindia's Dominions adverts in his letter No. 52 dated the 12th May 1853, in the order in which they have been noticed by him.

4. Captain Cowper observes,—[here follow paragraphs 55 to 74* of Captain Cowper's Report].

5. Captain Cowper then notices the following points, upon which the decision of the Government of India is required:—

"1*st*.—Whether, under Article VIII. of the Treaty, which declares,—'Whereas, the Maharaja Dowlutrao Sindia has represented that his family

* Vide pages 66 to 75.

have long held in Inam certain lands, villages, &c. in the territories of Rao Pundit Prudhan, * * * It is agreed that these lands and villages shall be restored to him'; and under the distinct declaration of the Vakeels to General Wellesley that these villages 'were not Jagheer, but were Inam'—the twenty-one Jagheer and Komavees villages specified in Article VIII., and valued in the Peshwas' accounts at Rs. 27,512-3-6, are to be retained by Sindia as coming within the guarantee of the Treaty?

"2*nd*.—Whether Mr. Ellis's decision regarding the Surdeshmookee of the Umber Purguna, confirmed by the Government of India, is subject to revision, should it be proved to have been based on incomplete information, and should the Surdeshmookee be found to have been specially reserved to the British Government out of the cessions made to the Nizam?

"3*rd*.—Whether the several items still with Sindia *not* specified in Article VIII. of the Treaty, and granted to and held by Sindia, not in Inam but in Jagheer, are now to revert to the British Government, as it was specially declared they were to do on Dowlutrao Sindia's death twenty-five years ago?

"4*th*.—Whether the villages, &c. which Sindia may be declared entitled to retain under Article VIII. of the Treaty are to be held subject to adjudication of Inam title under Act XI. of 1852, and if not, on what tenure are they to be held, and entered as held, in the public accounts?"

6. Mr. Bushby's arguments, I am desired to state, have been in the judgment of the Right Honorable the Governor in Council fully met, and the requisite explanations afforded by Captain Cowper in paragraphs 55 to 73 of his report, of which copies are given in paragraph 4 of this letter.

7. I am further instructed to request the attention of the Supreme Government to the distinctly recorded expression of opinion by the Honorable Court of Directors noticed in paragraph 2 of this letter, as also to the suggestion made in paragraph 74 of Captain Cowper's report for exchanging, for a certain number of entire villages, the shares which the British Government, as successors to the Peshwa, hold in some villages reserved to Sindia. His Lordship in Council ventures to suggest that if Sindia would cede the whole of his territory south of the Vindhya Range for an equivalent in Hindoostan, the British Government would do well to make the transfer. They would get Boorhanpoor, on the Taptee; many of the places where iron is found on the banks of the Nerbudda are also included in Sindia's territories south of the Vindhya Range, and these places will incontestably acquire additional value when the railway is extended to Jubbulpoor. The late Colonel Malcolm, when on his way from Gwalior to Baroda, informed the Right Honorable the President that such an exchange might possibly be effected, if the lapsed territory of Jhansie would afford a sufficient equivalent for Sindia's possessions in the Deccan. The Gwalior Durbar has hitherto been unwilling to part with these possessions, but Colonel Malcolm thought that the offer of the districts in the immediate neighbourhood of the capital, in exchange for them, would outweigh their objections.

8. The opinion of this Government on the points submitted in paragraph 5 of this letter is,—

1*st.*—That it is shown that certain villages, continued to Sindia under Article VIII. of the Treaty, were not held by that Prince on Inam tenure, the assertion of which tenure at the time by his Vakeels appears to have been the sole ground for their continuance to him; but that whether any further proceedings on this point be advisable is a matter solely for the consideration of the Government of India.

2*nd.*—That the power to declare Mr. Ellis's decision liable to revision rests with the Government of India; but that this Government is not bound to admit, as a governing precedent, any decision by that officer to the discussion leading to which they were no party.

3*rd.*—That the whole of the items still with Sindia, and *not* specified in Article VIII. of the Treaty, and which, moreover, were neither granted nor held at any time as Inam, should at once revert to the British Government, as they ought undoubtedly to have done on the death of Dowlutrao Sindia in 1827.

4*th.*—That nothing *properly* held—*i. e.* originally held on Inam tenure by Sindia under Article VIII. of the Treaty—should be subject to inquiry under the provisions of Act XI. of 1852, but should be at once entered in the public accounts as belonging to Sindia in hereditary Inam.

I have the honour to be, &c.

(Signed) H. Young,
Offg. Chief Secretary to Government.

Bombay Castle, 15th November 1855.

No. 2759.

Foreign Department.

From G. F. Edmonstone, Esq.,
Secretary to the Government of India,

To H. L. Anderson, Esq.,
Secretary to the Government of Bombay.

Dated Fort William, 23rd May 1856.

Sir,—I am now directed to acknowledge the receipt of Mr. Young's letter dated 15th November last, No. 4787, respecting Sindia's title to certain possessions in the Deccan under the Treaty of Surjé Anjungaum; and in reply to state that the Governor General in Council is of opinion, that the conclusions at which the Government of Bombay have arrived, upon the four points arising out of the complicated matter, are sound and well sustained.

2. There is, however, one question, connected with the first point, upon

which no opinion has been expressed by the Government of Bombay, viz. whether certain possessions continued to Sindia under Article VIII. of the Treaty of 1803 and specified by name in the Article, apparently on the ground of their having been held as Inam possessions, but which, it is now ascertained, were not so held, should be retained by Sindia as coming within the guarantee of the Treaty.

3. If the case stood precisely thus, the Governor General in Council would hold that, as a matter of right, Sindia should not retain them, notwithstanding the length of time during which he has been allowed to do so. But the question does not stand quite as clearly as the Government of Bombay represents. The English version of the Treaty of 1803 recites that, whereas Sindia, &c. represents that his family have long held "in Inam certain lands," &c. But the Persian version, which is the only signed instrument, omits the words "in Inam," and describes the lands which the Article confers only as "lands which had been long in his family." Mr. Mountstuart Elphinstone so quotes it, and a reference which His Lordship in Council has caused to be made to the original document confirms this. It does not, therefore, appear certain on the face of the Treaty that tenure "in Inam" was the necessary condition of those possessions which were continued to Sindia; although there is some ground for supposing that this was the intention. Our right, then, is not incontestable; and if so, His Lordship in Council thinks that good policy is opposed to any further urging of it.

4. On all the other points the views of the Government of Bombay are correct, and the Governor General in Council is disposed to adopt and act upon them.

I have the honour to be, &c.

(Signed) G. F. EDMONSTONE,
Secretary to the Government of India.

Fort William, 23rd May 1856.

No. 2754 OF 1856.

REVENUE DEPARTMENT.

From H. YOUNG, Esq.,
Officiating Chief Secretary to the Government of Bombay,

To G. F. EDMONSTONE, Esq.,
Secretary to the Government of India.

Dated 24th July 1856.

SIR,—I am directed to acknowledge the receipt of your letter No. 2759 dated the 23rd May last, communicating the opinion of the Government of India on a question connected with the first of the four points submitted to that Authority in my letter to the address of Mr. Secretary Beadon, No. 4787

dated the 15th November last, arising out of the inquiry into Sindia's title to certain possessions in the Deccan under the Treaty of Surjé Anjungaum.

2. In reply, I am directed by the Right Honorable the Governor in Council to state, that the doubts which have arisen regarding the intention with which the Treaty was framed are apparently removed by the minutes of conference, and by General Wellesley's explanation afforded to the Governor General *after* the conclusion of the Treaty. This is set forth in the following paragraphs (4 to 10) of Captain Cowper's report, which it was not considered necessary to forward entire to the Government of India:—

[Here follow paragraphs 4 to 10* of Captain Cowper's report No. 361 dated the 4th July 1854.]

3. The Government of India will perceive from the foregoing, that there cannot be any doubt regarding the *intention* with which Article VIII. of the Treaty was framed: *everything* restored by that Article is distinctly shown to have been restored solely because General Wellesley was informed "these lands were not Jagheer but were Inam." It was *only as Inam* that they could answer the description given of them by General Wellesley to the Governor General—that they were "really his (Sindia's) family property."

4. On this point, then, the evidence seems to His Lordship in Council sufficiently conclusive, and it will be for the Government of India, should they view it in the same light, to determine whether the right of the British Government to everything specified in Article VIII., which it is now ascertained was not, when that Article was framed, held, as represented, as Inam, has been fully established, and should be asserted.

5. I am directed, in conclusion, to express the hope of His Lordship in Council, that as the Government of India have expressed their general concurrence in the views of this Government on the other points discussed, measures will shortly be taken to carry these views into effect; and to request their special attention to the exchange of territory suggested in the 7th paragraph of my letter No. 4787 of the 15th November 1855.

I have the honour to be, &c.

(Signed) H. Young,
Officiating Chief Secretary to Government.

Bombay Castle, 24th July 1856.

No. 4468.

Foreign Department.

From the Secretary to the Government of India,

To the Offg. Chief Secretary to the Government of Bombay.

Dated Fort William, 27th August 1856.

Sir,—I have had the honour to submit to the Governor General in Council your letter dated 24th ultimo, No. 2754, in which the Right Honorable the

* Vide pages 49 to 51.

Governor in Council of Bombay shows, by a reference to the notes of conferences at which the provisions of the Treaty of Surjé Anjungaum were discussed and settled, as well as to General Wellesley's despatches of the period, that the intention of Government was to limit the reserved possessions specified in Article VIII. of that Treaty to such as had been held by Sindia's family "in Inam."

2. In reply, I am directed to state, for the information of the Government of Bombay, that this letter has not induced His Lordship in Council to alter the conclusion to which he was led by the consideration of your preceding despatch, dated 15th November 1855, No. 4787. His Lordship in Council is of opinion that there is but one binding instrument in the matter in question, namely, the signed Persian Treaty of 1803. It does not specify tenure in Inam as a necessary condition of the lands to be ceded to Sindia. That such tenure was intended by the British negotiators to be a condition, and even that it was accepted as such by the Maharaja's Vakeels, *we* may have no doubt, after reading the minutes of conference quoted by the Government of Bombay; but we cannot expect those minutes to be received as indisputable evidence of others. They are not, His Lordship in Council apprehends, signed or recognised by the Vakeels; and however clearly they may establish our intention at the time, they do not stand in the place of a specification of it in the deed, or absolve us from the maxim of public law, that, if he who could and ought to have explained himself fully and clearly in a Treaty has failed to do so, it is to his own detriment. Had the case been reversed, the Government would assuredly not have admitted any claim advanced by Sindia upon records drawn up by his own Vakeels alone, and retained in the possession of the Durbar for half a century. For these reasons His Lordship in Council cannot recommend the resumption of the lands in question at the present time, however little moral doubt there may be as to our right to do so.

3. In respect to the three points noticed in your despatch of November 15th, 1855, and to which attention is again invited, I am desired to say that the Governor General in Council concurs with the Government of Bombay in thinking that it will be an advantageous arrangement for this Government to exchange the shares which it possesses in some villages reserved to Sindia by the Treaty, for entire villages equivalent in value to the valuation assigned in the Peshwas' records to those shares. The Agent Governor General, Central India, will accordingly be instructed to negotiate with the Gwalior Durbar, with the view of obtaining the consent of His Highness the Maharaja Sindia to this arrangement.

4. His Lordship in Council also approves of the proposal of the Bombay Government that the territory of Jhansie be made over to Sindia in exchange for the country south of the Vindhya Range, on the Taptee and Nerbudda, and in the neighbourhood of the railway to Jubbulpoor. If Jhánsie be of adequate value, the transfer of it to Sindia would doubtless be the means of

removing a great deal of inconvenience and irritating discussion; but as the Court of Directors have frequently declared their objection to such exchanges, whereby territories which have been under the British administration should be made over to a Native Government, His Lordship in Council will strongly recommend the measure to the Honorable Court, without whose previous consent he is unable to sanction its adoption. In the mean time, His Lordship in Council directs that the possession by Sindia of the small Inam land alleged to have been granted by the Peshwa in the capacity of Patel should not be disturbed.

5. A copy of the entire correspondence which has taken place with the Government of Bombay will be furnished to the Agent Governor General, Central India, for his information.

I have the honour to be, &c.

(Signed) G. F. EDMONSTONE,
Secretary to the Government of India.

Fort William, 27th August 1856.

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